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सं. 30 ] नई दिल्ली, जुलाई 22—जुलाई 28, 2007, शनिवार/आषाढ़ 31—श्रावण 6, 1929  
No. 30 ] NEW DELHI, JULY 22—JULY 28, 2007, SATURDAY/ASADHA 31—SHRAVANA 6, 1929

इस भाग में पितृ-पुत्र संख्या दी जाती है जिससे कि यह पुस्तक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (II)  
PART II—Section 3—Sub-section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) और केन्द्रीय अधिकारियों (संघ राज्य क्षेत्र प्रशासकों को छोड़कर) द्वारा विधि के अंतर्गत बनाए और जारी किए गए सार्वजनिक स्वीकृत नियम (जिनमें सार्वजनिक प्रकार के आदेश, उप-नियम आदि सम्मिलित हैं)

General Statutory Rules (including Orders, By-laws etc. of a general character) issued by the Ministries of the Government of India (other than the Ministry of Defence) and by the Central Authorities (other than the Administrations of Union Territories)

वित्त मंत्रालय

(राजस्व विभाग)

केन्द्रीय उत्पाद शुल्क अधिनियम का कार्यान्वयन, कोलकाता-VII अध्यावसथ

कोलकाता, 25 जून, 2007

संख्या-01/2007-सीमाशुल्क (एनटी)

क्र.आ. 2057.—सीमा शुल्क अधिनियम 1962 (1962 का 52) की धारा 9 को उक्त प्रवृत्त सक्तियों का प्रयोग करते हुए जिसे भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना संख्या 33/94 सीमाशुल्क (एनटी) दिनांक 1-7-1994 तथा एम.एफ. (सी.आर.) परिपत्र संख्या 31/2003 सीमाशुल्क दिनांक 7-4-2003 एवं अधिसूचना सं. 83/2004-सीमा (एनटी) दिनांक 30-6-2004, को साथ पढ़ा जाए, क्षेत्र संख्या-2 डॉ. सी.सी.राय रोड, राग संख्या 3195 से 3200 मौजा, जगतदल, जे.एल. संख्या-71 यान्न-सोनपुर, नगरपालिका, रायपुर, जिला-दक्षिण 24 परगना, पश्चिम बंगाल को एतद्वारा विकास आयुक्त, कलकत्ता विशेष आर्थिक क्षेत्र वाणिज्य एवं उद्योग मंत्रालय, भारत सरकार, कोलकाता द्वारा वष 2007-08 के लिए अनुमोदित सीमित प्रयोजन हेतु 100 प्रतिशत निर्यातमुखी उपकरण के रूप में भंडारण केन्द्र घोषित किया जाता है।

[सी. सं. V(30)7-को.त.शु./तक/डम्प्यू एस.पी.एल/कोल-VII/07]

एस. बी. मिश्र, आयुक्त, केन्द्रीय उत्पाद शुल्क

## MINISTRY OF FINANCE

(Department of Revenue)

OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE

KOLKATA-VII COMMISSIONERATE

Kolkata, the 25th June, 2007

No. 01/2007-CUSTOMS (NT)

S.O. 2067.—In exercise of the powers conferred under Section 9 of the Customs Act, 1962 read with Notification No. 33/94-Cus. (NT) dated 1-7-1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi and M.F. (D.R.) Circular No. 31/2003-Customs dated 7-4-2003, read with Notification No. 83/2004-Cus. (NT) dated 30-6-2004, the area bearing No. 2, Dr. B.C. Roy Road of Dag Nos. 3195 to 3200 in Mouza Jagatlat, J.I. No. 71, P.S. Sonarpur, Municipality: Rajpur, Dist. South 24 Parganas, in the State of West Bengal is hereby declared as a warehousing station for the limited purpose of setting up of hundred per cent Export Oriented Undertaking as approved by the Development Commissioner, Fata Special Economic Zone, Ministry of Commerce, Government of India, Kolkata.

[C.No. V (30) 7-CF/Tech/WSPL/Kol-VII/07]

S. B. MISHRA, Commissioner of Central Excise

कर्मचारी अदालत, केन्द्रीय उत्पाद शुल्क आयुक्तालय, जयपुर-द्वितीय

जयपुर, 11 जुलाई, 2007

संख्या-3-सीमाशुल्क (एनटी) 2007

सीमा शुल्क

क्र.अ. 2058.—सीमाशुल्क अधिनियम, 1962 की धारा 152 के खण्ड (ए) के तहत भारत सरकार, वित्त मंत्रालय, एक्सिस विभाग, नई दिल्ली को अधिसूचना संख्या 33/94-सीमाशुल्क (एनटी) दिनांक 1-7-1994 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैं, बी.एस.वी. मूर्ति, आयुक्त, केन्द्रीय उत्पाद शुल्क, जयपुर-द्वितीय एवम् द्वारा, रजिस्ट्रारित निर्यात संवर्धन इकाई स्थापित करने के उद्देश्य से सीमा शुल्क अधिनियम 1962 की धारा 9 के अन्तर्गत एक्ससाइज डेप में सकरना शहर को मण्डारण स्टेशन (बेंचर हाउसिंग स्टेशन) घोषित करता हूँ।

[क्र. सं. पंचम (सीर) 30/जेपी-II/16/2007]

बी. एस. वी. मूर्ति, आयुक्त

OFFICE OF THE COMMISSIONER, CENTRAL EXCISE JAIPUR-II

Jaipur, the 11th July, 2007

No. 03-CUSTOMS (NT) 2007

CUSTOMS

S.O. 2058.—In exercise of the powers conferred by Notification No. 33/94-Customs (NT) dated the 1st July, 1994, of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, issued under clause (a) of Section 152 of Customs Act, 1962, I, B.S.V. Murti, Commissioner of Central Excise Jaipur-II, hereby declare place Makrana in the State of Rajasthan to be warehousing station under Section 9 of the Customs Act, 1962 for the purpose of setting up 100% EOU.

[C.No. V (BOU) 30/JIP-II/16/2007]

B. S. V. MURTHY, Commissioner

( एक्स विभाग )

नई दिल्ली, 12 जुलाई, 2007

क्र.अ. 2059.—पब्लिक सिवि अधिनियम, 1925 (1925 का 19) की धारा 8 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एवम् द्वारा निम्नलिखित सार्वजनिक संस्थान का नाम उक्त अधिनियम की अनुसूची में शामिल करती है, अर्थात् :-

"भारतीय प्रबंध संस्थान, कोल्लोकोट"

[सं. 4(1)-संख्या V/2006(1)]

मोहिंदर कुमार, अवर सचिव

## (Department of Expenditure)

New Delhi, the 12th July, 2007

S.O. 2059.—In exercise of the powers conferred by Sub-section (3) of Section 8 of the Provident Fund Act, 1925 (19 of 1925), the Central Government hereby adds to the Schedule to the said Act, the name of the following institution, namely:—

"Indian Institute of Management, Kozhikode".

[No. 4 (1)-EV/2006 (I)]

MOHINDER KUMAR, Under Secy.

(निजीय सेवाएं विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 16 जुलाई, 2007

का.अ. 2060.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा, घोषणा करती है कि उक्त अधिनियम की धारा 10 की उपधारा (1), (2) और (9) के उपबंध कैथोलिक सिरियन बैंक लिमिटेड पर 01 जुलाई, 2007 से 31 अक्टूबर, 2007 तक या अध्यक्ष और मुख्य कार्यपालक अधिकारी के कार्यभार ग्रहण करने तक, जो भी पहले हो, उस सीमा तक लागू नहीं होंगे, जहाँ तक उनका संबंध बैंक को चार महीने से अधिक अवधि के लिए अध्यक्ष और मुख्य कार्यपालक अधिकारी का कार्यभार संभालने के लिए किसी व्यक्ति को नियुक्त करने से रोकने से है।

[फा. सं. 15/2/2007-बीओए]

डी. पी. भट्टाचार्य, अवर सचिव

(Department of Financial Services)

(Banking Division)

New Delhi, the 16th July, 2007

S.O. 2060.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendations of the Reserve Bank of India hereby declare that the provisions of Sub-section (1), (2) and (9) of Section 10B of the said Act shall not, to the extent they preclude the bank from appointing a person to carry out the duties of the Chairman and Chief Executive Officer beyond a period extending four months, apply to the Catholic Syrian Bank Ltd. from 1st July, 2007 to October 31, 2007 or till the Chairman and Chief Executive Officer assumes charge, whichever is earlier.

[F.No. 15/2/2007-BOA]

D. P. BHARDWAJ, Under Secy.

नई दिल्ली, 16 जुलाई, 2007

का.अ. 2061.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा, घोषणा करती है कि उक्त अधिनियम की धारा 10 की उपधारा (1) के खंड, (ग) के उपखंड (i) और (ii) के उपबंध श्री राणा कपूर, प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी, यस बैंक पर उस सीमा तक लागू नहीं होंगे जहाँ तक उसका बोर्ड ऑफ माजार्ड कंसल्टेंसी सर्विसेज लिमिटेड (एनएबीसीओएनएस) में निदेशक के रूप में उनका सम्बन्ध किए जाने से संबंध है।

[फा. सं. 13/5/2007-बीओए]

डी. पी. भट्टाचार्य, अवर सचिव

New Delhi, the 16th July, 2007

S.O. 2061.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendations of Reserve Bank of India hereby declares that the provisions of sub-clauses (i), and (ii) of clause (c) of Sub-section (1) of Section 10 of the said Act shall not apply to Shri Rana Kapoor, Managing Director & Chief Executive Officer, Yes Bank in so far as it relates to his nomination as Director on the Board of NABARD Consultancy Services Ltd. (NABCONS).

[F.No. 13/5/2007-BOA]

D. P. BHARDWAJ, Under Secy.

नई दिल्ली, 16 जुलाई, 2007

**क्र.आ. 2062.**—राष्ट्रीयकृत बैंक (अन्वय एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री ए. भट्टाचार्य, निदेशक (डोआरटी एवं विकास), वित्त मंत्रालय, वित्तीय सेवा विभाग, नई दिल्ली को तत्काल प्रभाव से और अगले आदेशों तक, श्री आशोक के. लाहिरी के स्थान पर यूको बैंक के निदेशक पण्डित में निदेशक के रूप में नामित करती है।

[फा. सं. 9/7/2007-बीओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 16th July, 2007

**S.O. 2062.**—In exercise of the powers conferred by clause (b) of sub-section (3) Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominates Shri A. Bhattacharya, Director (DRT & Dev.), Ministry of Finance, Department of Financial Services, New Delhi as a Director on the Board of Directors of UCO Bank with immediate effect and until further orders *vice* Shri Ashok K. Lahiri.

[F.No. 9/7/2007-BO-I]

G. B. SINGH, Dy. Secy.

केन्द्रीय आर्थिक अभ्युद्योग ब्यूरो

आदेश

नई दिल्ली, 17 जुलाई, 2007

**क्र.आ. 2063.**—अतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का §2) की धारा 3 की उपधारा '1' के अंतर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उप-धारा के अधीन आदेश फाइल सं. 673/1/2007-सीवूएस-VIII दिनांक 06-06-2007 को जारी किया और यह निर्देश दिया कि श्री शाहि जी हादी थंगल @ सैयद हबीबुल्लाह, निवासी दसगो मणिल, के.जे.एस रोड, मंजेश्वर पोस्ट, कासरगोड जिला, केरल राज्य को निरुद्ध कर लिया जाय और केन्द्रीय कारागार तिरुवनन्तपुरम, केरल में अभिरक्ष में रखा जाय ताकि उन्हें भविष्य में बीजों की तस्करी करने से रोका जा सके।

अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रखा है जिससे यह आदेश निष्पादित नहीं किया जा सकता।

अतः उन उक्त अधिनियम की धारा 7 की उपधारा '1' के खण्ड ख द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शसकीय राजपत्र में इस आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस अधीक्षक कासरगोड, केरल को सम्मुख उपस्थित हो।

[फा. सं. 673/1/2007-सीवूएस-VIII]

पी. के. खन्ना, उप-सचिव

CENTRAL ECONOMIC INTELLIGENCE BUREAU

ORDER

New Delhi, the 17th July, 2007

**S.O. 2063.**—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/1/2007-Cus. VIII dated 06-06-2007 under the said sub-section directing that Shri Shaji Hadi Thangal @ Sayyed Habeebulla, R/o Dasthageer Manzil, K.J.M. Road, Manjeshwar Post, Kasargod District, Kerala State be detained and kept in custody in the Central Prison, Thiruvananthapuram with a view to preventing him from Smuggling goods in future.

2. Whereas the Central Government has reasons to believed that the aforesaid person has absconded or is concealing himself so that the order cannot be executed,

3. Now, therefore, in exercise of the powers conferred by clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Superintendent of Police, Kasaragod, Kerala within 7 days of the publication of his order in the Official Gazette.

[F. No. 673/1/2007-Cus.-VIII]

V.K. KHANNA, Dy. Secy.

**केन्द्रीय उत्पाद शुल्क और सीमा शुल्क बोर्ड**

नई दिल्ली, 23 जुलाई, 2007

क्र.आ. 2064.— केन्द्रीय सरकार, सिगरेट और अन्य तंबाकू उत्पाद (वितरण का प्रतिबंध और व्यापार तथा खण्डन, उत्पादन, प्रसार और वितरण का विनियमन) अधिनियम, 2003 (2003 का 34) की धारा 25 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वित्त मंत्रालय, राजस्व विभाग, केन्द्रीय उत्पाद शुल्क और सीमा शुल्क बोर्ड में नीचे दी गई सरणी के स्तंभ (3) में यथा उपदर्शित निम्नलिखित अधिकारियों को, जो उक्त अधिनियम की धारा 4 के अधीन उपबंधों को कार्यान्वित करने हेतु कार्य करने के लिए सक्षम होंगे, प्राधिकृत करती है, अर्थात् :—

**सारणी**

क्रम सं.	कार्यालय का नाम	प्राधिकृत व्यक्ति/अधिकारी
(1)	(2)	(3)
1.	मुख्य आयुक्त, सीमा शुल्क, आयुक्त, सीमा शुल्क और आयुक्त (अपील)	मुख्य आयुक्त
2.	सीमा शुल्क आयुक्त के अधीन अधीनस्थ कार्यालय	कार्यालयों का प्रधान
3.	मुख्य आयुक्त, केन्द्रीय उत्पाद शुल्क और सीमा शुल्क, आयुक्त केन्द्रीय, उत्पाद शुल्क और सीमा शुल्क और सेवा कर आयुक्त और आयुक्त (अपील)	मुख्य आयुक्त
4.	केन्द्रीय उत्पाद शुल्क और सीमा शुल्क आयुक्त और सेवा कर आयुक्त के अधीन अधीनस्थ कार्यालय	कार्यालयों का प्रधान
5.	मुख्य आयुक्त, सीमा शुल्क (निवारक) और आयुक्त सीमा शुल्क (निवारक) जहाँ मुख्य आयुक्त सीमा शुल्क (निवारक) उपलब्ध नहीं है उस दशा में यथा स्थिति मुख्य आयुक्त, सीमा शुल्क और आयुक्त, सीमा शुल्क और उत्पाद शुल्क प्राधिकृत व्यक्ति होगा	मुख्य आयुक्त
6.	आयुक्त, सीमा शुल्क (निवारक) के अधीन अधीनस्थ कार्यालय	कार्यालयों का प्रधान
7.	राजस्व आसूचना महानिदेशालय, 'डी' ब्लॉक, आई. पी. भवन, सातवां तल, आई. पी. स्टेट, नई दिल्ली	महानिदेशक
8.	राजस्व आसूचना महानिदेशालय के अधीन अधीनस्थ कार्यालय	कार्यालयों का प्रधान
9.	केन्द्रीय उत्पाद शुल्क आसूचना महानिदेशालय, वेस्ट ब्लॉक-VIII, आर. के. फुल, नई दिल्ली-110066	महानिदेशक
10.	केन्द्रीय उत्पाद शुल्क आसूचना महानिदेशालय, के अधीन अधीनस्थ कार्यालय	कार्यालयों का प्रधान
11.	सीमा शुल्क और केन्द्रीय उत्पाद शुल्क निरीक्षण महानिदेशालय, 'डी' ब्लॉक, पांचवां तल, आई. पी. भवन, आई. पी. स्टेट, नई दिल्ली-110002	महानिदेशक
12.	निरीक्षण महानिदेशालय के अधीन अधीनस्थ कार्यालय	कार्यालयों का प्रधान
13.	सीमा शुल्क, उत्पाद शुल्क और स्थापक पदार्थ राष्ट्रीय अकादमी महानिदेशक एनसीईएन काम्प्लेक्स, सेक्टर-29, फरीदाबाद-121008	महानिदेशक
14.	सीमा शुल्क, उत्पाद शुल्क और स्थापक पदार्थ राष्ट्रीय अकादमी महानिदेशक के अधीन अधीनस्थ कार्यालय	कार्यालयों का प्रधान
15.	सीमा शुल्क और उत्पाद शुल्क सतर्कता निदेशक, पहला और दूसरा तल, डेपुटि सप्राट, कौटिल्य मार्ग, चाणक्य पुरी, नई दिल्ली-110021	महानिदेशक
16.	सतर्कता महानिदेशक के अधीन अधीनस्थ कार्यालय	कार्यालयों का प्रधान

(1)	(2)	(3)
17.	सीमा शुल्क केन्द्रीय और उत्पाद शुल्क सेवा परीक्षा महानिदेशक, सी. आर. बिल्डिंग, आई. पी. स्टेट, नई दिल्ली-110002	महानिदेशक
18.	सेवा परीक्षा महानिदेशक के अधीन अधीनस्थ कार्यालय	कार्यालयों का प्रधान
19.	सेवा कर महानिदेशालय, नवा तल, विरामल चम्बर, जीजी भोज सेवा कालोनी, परेल, मुम्बई-400012	महानिदेशक
20.	मूल्यंकन महानिदेशक, न्यू कस्टम हाउस, एनेक्सी बिल्डिंग, सातवां तल, बेलार्ड इस्टेट, मुम्बई-400001	महानिदेशक
21.	मूल्यंकन महानिदेशक के अधीन अधीनस्थ कार्यालय	कार्यालयों का प्रधान
22.	निर्यात संवर्धन महानिदेशक, होटल जनपथ (प्रथम तल) नई दिल्ली-110001	महानिदेशक
23.	पट्टा और डाक प्रबंध महानिदेशक, चौथा तल और पाँचवां तल, होटल सम्राट, चाणक्य पुरी, नई दिल्ली-110021	महानिदेशक
24.	पट्टा महानिदेशक के अधीन अधीनस्थ कार्यालय	कार्यालयों का प्रधान
25.	सीमा शुल्क और केन्द्रीय उत्पाद शुल्क, प्रथम और जन संपर्क निदेशालय, आई. पी. स्टेट, सी. आर. बिल्डिंग, नई दिल्ली-110002	आयुक्त
26.	सीमा शुल्क और केन्द्रीय उत्पाद शुल्क संवर्धन और कार्मिक प्रबंध निदेशालय, 412-ए/8, दीपशिखा बिल्डिंग, राजेंद्र प्लेस, नई दिल्ली-110008	आयुक्त
27.	सीमा शुल्क और केन्द्रीय उत्पाद शुल्क संभारतंत्र निदेशालय, चौथा तल, लोकनायक भवन, खान मार्केट, नई दिल्ली-110008	आयुक्त
28.	विभिन्न कार्य निदेशालय, केन्द्रीय उत्पाद शुल्क और सीमा शुल्क बोर्ड, चौथा तल, राजेंद्र भवन, 210 दीनदयाल उपाध्याय, नई दिल्ली-110002	आयुक्त
29.	संभार-तंत्र निदेशालय के अधीन अधीनस्थ कार्यालय	कार्यालयों का प्रधान
30.	सीमा शुल्क और केन्द्रीय उत्पाद शुल्क, आवासन और कल्याण निदेशालय, 'डी' ब्लॉक, आई. पी. स्टेट, नई दिल्ली	आयुक्त
31.	केन्द्रीय राजस्व नियंत्रण प्रयोगशाला, हिल साइड रोड, पूसा कैम्पस रोड, नई दिल्ली-110012	निदेशक
32.	केन्द्रीय राजस्व नियंत्रण प्रयोगशाला के अधीन अधीनस्थ कार्यालय	कार्यालयों का प्रधान
33.	सीमा शुल्क और केन्द्रीय उत्पाद शुल्क रक्षोपाय महानिदेशालय, भाई वीर सिंह स्मृति सदन, भाई वीर सिंह मार्ग, गोल मार्केट, नई दिल्ली-110001	महानिदेशक
34.	मुख्य विभागीय प्रतिनिधि सीमा शुल्क उत्पाद शुल्क और सेवा कर अपील अधिकरण, वेस्ट ब्लॉक, नं. 2, आर. के. पुरम, नई दिल्ली	मुख्य विभागीय प्रतिनिधि
35.	मुख्य विभागीय प्रतिनिधि सीमा शुल्क उत्पाद शुल्क और सेवा कर अपील अधिकरण, के अधीन अधीनस्थ राजस्वार्थ	कार्यालयों का प्रधान
36.	स्वापक पदार्थ आयुक्त, केन्द्रीय स्वापक पदार्थ ब्यूरो, ग्वालियर	आयुक्त
37.	केन्द्रीय स्वापक पदार्थ ब्यूरो के अधीन अधीनस्थ कार्यालय	कार्यालयों का प्रधान
38.	मुख्य निर्वचक, कारखाना, ग्वालियर	मुख्य निर्वचक
39.	मुख्य निर्वचक, कारखाना, ग्वालियर के अधीन अधीनस्थ कार्यालय	कार्यालयों का प्रधान

2. यह अधिसूचना राजपत्र में इसके प्रकाशन की तारीख से प्रवृत्त होगी।

[फा. सं. सी-30013/175/2005-प्रका. - IV (क)]

अंगना राम, अवर सचिव

## CENTRAL BOARD OF EXCISE AND CUSTOMS

New Delhi, the 23rd July, 2007

**S.O. 2064.**—In exercise of the powers conferred by Section 25 of the Cigarettes and other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003 (34 of 2003), the Central Government in Department of Revenue, Ministry of Finance, Central Board of Excise and Customs hereby authorizes the following officers as indicated in column (3) of the table given below who shall be competent to act for implementing the provisions under Section 4 of the said Act, namely :

TABLE

S. No.	Name of the Office	Authorized persons/officers
(1)	(2)	(3)
1.	Chief Commissioner of Customs, Commissioner of Customs and Commissioner (Appeals)	Chief Commissioner
2.	Subordinate offices under the Commissioner of Customs	Head of offices
3.	Chief Commissioner of Central Excise and Customs, Commissioner of Central Excise and Customs and Commissioner of Service Tax and Commissioner (Appeal)	Chief Commissioner
4.	Subordinate Offices under Commissioner of Central Excise and Customs and Commissioner Service Tax	Head of offices
5.	The Chief Commissioner of Customs (Preventive) and Commissioner of Customs (Preventive) where Chief Commissioner of Customs (Preventive) is not available in that cases Chief Commissioner of Customs and Commissioner of Customs and Excise as the case may be will be the authorized person	Chief Commissioner
6.	Subordinate offices under the Commissioner of Customs (Preventive)	Head of offices
7.	Directorate General of Revenue Intelligence, 'D' Block, I.P. Bhawan, 7th Floor, I.P. Estate, New Delhi.	Director General
8.	Subordinate offices under the Directorate General of Revenue Intelligence, New Delhi-110002	Head of offices
9.	Directorate General of Central Excise Intelligence, West Block-VIII, R.K. Puram, New Delhi-110066.	Director General
10.	Subordinate offices under the Directorate General of Central Excise Intelligence	Head of offices
11.	Directorate General of Inspection, Customs and Central Excise, 'D' Block, 5th Floor, I.P. Bhawan, I.P. Estate, New Delhi - 110002.	Director General
12.	Subordinate offices under the Directorate General of Inspection	Head of offices
13.	Director General of National Academy of Customs, Excise and Narcotics (NACEN) NACEN Complex, Sector-29, Faridabad - 121008.	Director General
14.	Subordinate offices under the Director General, National Academy of Customs, Excise and Narcotics	Head of offices
15.	Director General of Vigilance Customs and Central Excise, 1st & 2nd Floor, Hotel Samrat, Kantilya Marg, Chanakypuri, New Delhi -11 0021	Director General

(1)	(2)	(3)
16.	Subordinate offices under the Director General of Vigilance	Head of offices
17.	Director General of Audit Customs and Central Excise, C.R. Building, I.P. Estate, New Delhi-110002.	Director General
18.	Subordinate offices under the Director General of Audit	Head of offices
19.	Directorate General of Service Tax, 9th Floor, Piramal Chamber, JLI Bhoj Lake Colony, Parel, Mumbai-400012	Director General
20.	Director General of Valuation, New Customs House, Annexe Building, 7th Floor, Ballard Estate, Mumbai-400001.	Director General
21.	Subordinate offices under the Director General of Valuation	Head of offices
22.	Director General of Export Promotion, Hotel Janpath (1st Floor), New Delhi-110001	Director General
23.	Director General of Systems and Data Management, 4th & 5th Floor, Hotel Samrat, Chanakya Puri, New Delhi-110021.	Director General
24.	Subordinate offices under the Director General of Systems	Head of offices
25.	Directorate of Publicity and Public Relation Customs and Central Excise, I.P. Estate, C.R. Building, New Delhi-110002.	Commissioner
26.	Directorate of Organization and Personnel Management, Customs and Central Excise, 412-A/8 Deep Shikha Building, Rajendra Place, New Delhi-110008.	Commissioner
27.	Directorate of Logistics, Customs and Central Excise, 4th Floor, Lok Nayak Bhawan, Khan Market, New Delhi-110008.	Commissioner
28.	Directorate of Legal Affairs, Central Board of Excise and Customs, 4th Floor, Rajendra Bhawan, 210, Deendayal Upadhyay, New Delhi-110002	Commissioner
29.	Subordinate Offices under Directorate of Logistics	Head of offices
30.	Directorate of Housing and Welfare, Customs and Central Excise, 'D' Block, I.P. Estate, New Delhi.	Commissioner
31.	Central Revenue Control Laboratory (CRCL), Hill Side Road, Pusa Campus Road, New Delhi-110012.	Director
32.	Subordinate Offices under Central Revenues Control Laboratory	Head of offices
33.	Directorate General of Safeguards Customs and Central Excise, Bhai Vir Singh Sahitya Sadan, Bhai Vir Singh Marg, Gole Market, New Delhi-110001.	Director General
34.	Chief Departmental Representative Customs, Excise and Service Tax Appellate Tribunal (CESTAT), West Block No.2, R.K. Puram, New Delhi.	Chief Departmental Representative
35.	Subordinate branches under Chief Departmental Representative Customs, Excise and Service Tax Appellate Tribunal.	Head of offices
36.	Narcotics Commissioner, Central Bureau of Narcotics, Gwalior.	Commissioner
37.	Subordinate Offices under Central Bureau of Narcotics	Head of offices
38.	Chief Controller of Factories, Gwalior.	Chief Controller
39.	Subordinate Offices under Chief Controller of Factories, Gwalior.	Head of offices

2. This notification shall come into force with effect from the date of its publication in the Official Gazette.

[F.No. C-30013/175/2005-Ad. IV(A)]

ANGNA RAM, Under Secy.



## विदेश संचालन

(सी. पी. वी. बचन)

नई दिल्ली, 22 जून, 2007

क्र.आ. 2068.—राजनयिक और कंसुलर अधिकारी (सचय एवं सुल्ल) अधिनियम, 1948 (1948 का 41) के खण्ड 2 की धारा (क) के अनुसार में, केन्द्र सरकार, एतद्वारा दुबई स्थित भारत के प्रधान कंसुलावास में निम्नलिखित व्यक्तियों को तत्काल प्रभाव से 30 सितम्बर, 2007 के अन्त तक संयुक्त अरब अमीरात सरकार द्वारा घोषित एमनेस्टी अवधि के दौरान केवल आपातकालीन प्रभावपत्र जारी करने हेतु सहायक कंसुलर अधिकारी की इम्पूटी करने के लिए अधिकृत करती है :-

1. श्री जे. पी. एस. रावत, सहायक
2. श्री पी. के. सरकार-II सहायक
3. श्री एन. मुखोपाध्याय, सहायक
4. श्री लोकनाथ चेटर्जी, सहायक
5. श्री पी. व्हाट. सचिनन्दन, सहायक
6. श्री राजीव कुमार, सहायक
7. श्री विपिन नरसिंह, वैयक्तिक सहायक
8. श्री सी. सौरभ, वैयक्तिक सहायक
9. श्री एन. अरिस्तकृष्णन, वैयक्तिक सहायक
10. श्री राजेन्द्र पाल सिंह, वैयक्तिक सहायक
11. श्री सी. टी. चन्देय, उच्च श्रेणी लिपिक
12. श्री सुधीर कुमार, उच्च श्रेणी लिपिक

[संख्या टी-4330/01/2006]

प्रियम लाल, अवर सचिव (कंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(C. P. V. Division)

New Delhi, the 22nd June, 2007

S.O. 2068.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise the following persons in the Consulate General of India, Dubai to perform the duties of Assistant Consular Officers to issue only Emergency Certificates during the amnesty period declared by UAE Government ending 30th September, 2007 with immediate effect.

1. Mr. I. P. S. Rawat, Assistant
2. Mr. P. K. Sarkar-II, Assistant
3. Mr. N. Mukhopadhyay, Assistant
4. Mr. Loknath Chatterjee, Assistant
5. Mr. P. R. Sachinandan, Assistant
6. Mr. Rajeev Kumar, Assistant
7. Mr. Vipin Nandla, PA
8. Mr. V. Saitam, PA

9. Mr. N. Arinamkrishnan, PA
10. Mr. Rajender Pal Singh, PA
11. Mr. C. D. Pandey, UDC
12. Mr. Sudhir Kumar, UDC

[No. T-4330/01/2006]

PRITAM LAL, Under Secy. (Consular)

## रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 18 जुलाई, 2007

क्र.आ. 2066.—रेल मंत्रालय (रेलवे बोर्ड), राजभाषा नियम, 1976 (संघ के श्रमसंकीर्ण प्रयोजनों के लिए प्रयोग) के नियम 10 के उपनियम (2) और (4) के अनुसार में, उक्त रेलवे के लखनऊ मंडल के निम्नलिखित कार्यालयों की, जहाँ 80% से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसमय प्राप्त प्राप्त कर लिया है, को एतद्वारा अधिसूचित करता है :-

1. सहायक मंडल इंजीनियर कार्यालय, जौनपुर
2. सहायक मंडल इंजीनियर कार्यालय, रायबरेली
3. सहायक मंडल इंजीनियर कार्यालय, प्रतापगढ़
4. सहायक मंडल इंजीनियर कार्यालय, सुल्तानपुर
5. सहायक मंडल इंजीनियर कार्यालय (मुख्यालय), लखनऊ
6. सहायक मंडल इंजीनियर-I कार्यालय, लखनऊ
7. सहायक मंडल इंजीनियर-II कार्यालय, लखनऊ
8. सहायक मंडल बिजली इंजीनियर कार्यालय, लखनऊ
9. सहायक मंडल बिजली इंजीनियर कार्यालय, बाराणसी
10. सहायक मंडल बिजली इंजीनियर कार्यालय, रायबरेली
11. सहायक मंडल सिगनल एवं दूरसंचार इंजीनियर कार्यालय, रायबरेली
12. सहायक मंडल सिगनल एवं दूरसंचार इंजीनियर कार्यालय, बाराणसी
13. सहायक मंडल सिगनल एवं दूरसंचार इंजीनियर कार्यालय, जौनपुर
14. सहायक मंडल सिगनल एवं दूरसंचार इंजीनियर कार्यालय, सुल्तानपुर
15. वरिष्ठ मंडल चिकित्सा अधिकारी कार्यालय, लखनऊ
16. मंडल चिकित्सा अधिकारी कार्यालय, रायबरेली
17. मंडल चिकित्सा अधिकारी कार्यालय, प्रतापगढ़
18. वरिष्ठ मंडल चिकित्सा अधिकारी कार्यालय, बाराणसी
19. वरिष्ठ मंडल चिकित्सा अधिकारी कार्यालय, प्रतापगढ़
20. सहायक मंडल चिकित्सा अधिकारी कार्यालय, जौनपुर
21. सहायक मंडल चिकित्सा अधिकारी कार्यालय, सुल्तानपुर
22. मंडल चिकित्सा अधिकारी कार्यालय, बाराणसी।

23. सहायक मंडल चिकित्सा अधिकारी कार्यालय, उन्नाव
24. मंडल चिकित्सा अधिकारी कार्यालय, लोको/वरनाग
25. वरिष्ठ मंडल चिकित्सा अधिकारी कार्यालय, बीनाल रोड, आरामबाग
26. कोचिंग डिपो अधिकारी कार्यालय, सिकरान/सवारी एवं माल डिब्बा (वाटिक) लखनऊ
27. सहायक मंडल वायिक इंजीनियर कार्यालय, सवारी एवं माल डिब्बा (लोको) लखनऊ।

[सं. हिंदी-2007/रा. म. 1/12/3]

कृष्ण शर्मा, संयुक्त निदेशक (राजभाषा)

**MINISTRY OF RAILWAYS**

(Railway Board)

New Delhi, the 18th July, 2007

S.O. 2066.—Ministry of Railways (Railway Board), in pursuance of Sub Rule (2) and (4) of Rule 10 of the Official Language Rules, 1976 (use for the official purposes of the Union) hereby, notify the following Offices of Lucknow Division of Northern Railway, where 80% or more Officers/Employees have acquired the working knowledge of Hindi :—

1. Office of the Assistant Divisional Engineer, Jaunpur
2. Office of the Assistant Divisional Engineer, Raebareli
3. Office of the Assistant Divisional Engineer, Pratapgarh
4. Office of the Assistant Divisional Engineer, Sultanpur
5. Office of the Assistant Divisional Engineer, (Headquarter), Lucknow
6. Office of the Assistant Divisional Engineer-I, Lucknow
7. Office of the Assistant Divisional Engineer-II, Lucknow
8. Office of the Assistant Divisional Electrical Engineer, Lucknow
9. Office of the Assistant Divisional Electrical Engineer, Varanasi
10. Office of the Assistant Divisional Electrical Engineer, Raebareli
11. Office of the Assistant Divisional Signal and Telecom Engineer, Raebareli
12. Office of the Assistant Divisional Signal and Telecom Engineer, Varanasi
13. Office of the Assistant Divisional Signal and Telecom Engineer, Jaunpur
14. Office of the Assistant Divisional Signal and Telecom Engineer, Sultanpur

15. Office of the Senior Divisional Medical Officer, Lucknow
16. Office of the Divisional Medical Officer, Raebareli
17. Office of the Divisional Medical Officer, Pratapgarh
18. Office of the Senior Divisional Medical Officer, Varanasi
19. Office of the Senior Divisional Medical Officer, Faizabad
20. Office of the Assistant Divisional Medical Officer, Jaunpur
21. Office of the Assistant Divisional Medical Officer, Sultanpur
22. Office of the Divisional Medical Officer, Barabanki
23. Office of the Assistant Divisional Medical Officer, Unnao
24. Office of the Divisional Medical Officer, Loco/Charbagh
25. Office of the Senior Divisional Medical Officer, Dieselshed, Alambagh
26. Office of the Coaching Depot Officer, Sickline Carriage & Wagon, (Mechanical) Lucknow
27. Office of the Assistant Divisional Mechanical/Engineer Carriage & Wagon, (Loco) Lucknow.

[No. Hindi-2007/O.L.1/12/3]

KRISHNA SHARMA, Jr. Director (O.L.)

**सूचना और प्रसारण मंत्रालय**

नई दिल्ली, 25 जून, 2007

प्र.आ. 2067.—इस मंत्रालय की दिनांक 31 मई, 2007 को समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन), नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या कमाले आदेशों तक, जो भी पहले हो, केंद्रीय फिल्म प्रमाणन बोर्ड के हेतुकांत सहायकार पैरल के सदस्य के रूप में श्री शेख शाहजहाँ, इस्लाम पैर-2 डी सं. 37-1-1609/19 ऑगोल, आन्ध्र प्रदेश को नियुक्त करती है।

[फा सं. 809/1/2007 एक (सी)]

संगीता सिंह, निदेशक (फिल्म)

**MINISTRY OF INFORMATION AND BROADCASTING**

New Delhi, the 25th June, 2007

S.O. 2067.—In continuation of this Ministry's Notification of even number dated 31st May, 2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read

with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 the Central Government is pleased to appoint Shri Shaik Shajahan, Islam Pet-2, D. No. 37-1-160A/19, Ongole, Andhra Pradesh-523001 as a member of the Hyderabad advisory panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/1/2007-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 6 जुलाई, 2007

का.आ. 2068.—इस मंत्रालय की दिनांक 31 मई, 2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन), नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के हैदराबाद सलाहकार पैनल के सदस्य के रूप में श्री सैफुल्लाह, घन. 8-2-686/सी/ई/5, एम.सी. रू. 1643, रोड नं. 12, बंजारा हिल्स, हैदराबाद-500034, को नियुक्त करती है।

[फा. सं. 809/1/2007-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 6th July, 2007

S.O. 2068.—In continuation of this Ministry's Notification of even number dated 31st May, 2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 the Central Government is pleased to appoint Shri Syed Burhan, H. No. 8-2-686C/E/5, MC No. 1643, Road No. 12, Banjara Hills, Hyderabad-500034 as a member of the Hyderabad advisory panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/1/2007-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 6 जुलाई, 2007

का.आ. 2069.—इस मंत्रालय की दिनांक 31 मई, 2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन), नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्रीमती वसी देहली सीता देवी को दुखद मृत्यु हो जाने के परिणामस्वरूप, केन्द्रीय फिल्म प्रमाणन बोर्ड की हैदराबाद सलाहकार पैनल के सदस्यों की सूची में से उनका नाम हटाया जाता है।

[फा. सं. 809/1/2007-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 6th July, 2007

S.O. 2069.—In continuation of this Ministry's Notification of even number dated 31st May, 2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 consequent upon the sad demise of Smt. Vasireddy Sita Devi, her name stands deleted from the list of members of Hyderabad advisory panel of CBFC.

[F.No. 809/1/2007-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 12 जुलाई, 2007

का.आ. 2070.—इस मंत्रालय की दिनांक 31-5-2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन), नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के हैदराबाद सलाहकार पैनल के सदस्य के रूप में श्री ए. प्रभु, 8-2-269/19/472-ए इंदिरा नगर, रोड नं. 2, बंजारा हिल्स, हैदराबाद-500034 को नियुक्त करती है।

[फा. सं. 809/1/2007-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 12th July, 2007

S.O. 2070.—In continuation of this Ministry's Notification of even number dated 31st May, 2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 the Central Government is pleased to appoint Shri A. Prabhu, 8-2-269/19/472A, Indira Nagar, Road No. 2, Banjara Hills, Hyderabad-500034 as a member of the Hyderabad advisory panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/1/2007-F(C)]

SANGEETA SINGH, Director (Films)

नई दिल्ली, 12 जुलाई, 2007

का.आ. 2071.—इस मंत्रालय की दिनांक 29-3-2007 की समसंख्यक अधिसूचना के अनुक्रम में और चलचित्र (प्रमाणन), नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार तत्काल प्रभाव से दो वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के चेन्नई सलाहकार पैनल के सदस्य के रूप में श्री पट्टाबेस्वरी एम. रामेन्द्रन, ए-8/4 पर्सन टावर, 3वीं पेंथीयन रोड, फर्स्ट फ्लोर, चेन्नई-600008 को नियुक्त करती है।

[फा. सं. 809/2/2007-एफ (सी)]

संगीता सिंह, निदेशक (फिल्म)

New Delhi, the 12th July, 2007

**S.O. 2072.**—In continuation of this Ministry's Notification of even number dated 29-3-2007 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 the Central Government is pleased to appoint Shri Pattakottai N. Rajendran, A-3/4, Person Towers, 3B, Pantheon Road, First Lane, Egmore, Chennai-600008 as a member of the Chennai Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F.No. 809/2/2007-F(C)]

SANGEETA SINGH, Director (Films)

आदेश

नई दिल्ली, 25 अप्रैल, 2007

**क्र.आ. 2072.**—राष्ट्रपति केंद्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) नियमावली, 1965 के नियम 12 के उप-नियम (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा यह विनिर्देश देते हैं कि श्री बी. एस. स्वामी, मुख्य कर्मचारी अधिकारी, प्रसार भारती, नई दिल्ली, दूरदर्शन महानिदेशक का वह नियमित आधार पर भरे जाने तक दूरदर्शन महानिदेशक के अधिकार क्षेत्र में आने वाली सामान्य केंद्रीय सेवा के समूह 'ख' के अधिकारियों के लिए तदर्थ अनुसूचन प्राधिकारी के रूप में कार्य करेंगे।

(राष्ट्रपति के नाम और आदेश से)

[सं. वि.वि. 1/12/2006-सकर्मता]

जी. एस. नम्बूथीरि, अवर सचिव

ORDER

New Delhi, the 25th April, 2007

**S.O. 2072.**—In exercise of the powers conferred by sub-rule (2) of Rule 12 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby specifies that Shri B. S. Lalli, Chief Executive Officer, Prasar Bharati, New Delhi, shall act as ad-hoc Disciplinary Authority in respect of Group 'B' Officers of General Central Service falling in the jurisdiction of Director General, Doordarshan, till the post of Director General Doordarshan is filled up on regular basis.

(By Order and in the Name of the President)

[No. Misc. 1/12/2006-Vig.]

G. S. NAMBOOTHIRY, Under Secy.

आदेश

नई दिल्ली, 19 जुलाई, 2007

**क्र.आ. 2073.**—राष्ट्रपति केंद्रीय सिविल सेवाओं, (वर्गीकरण, नियंत्रण एवं अपील) नियमावली, 1965 के नियम 12 के उप-नियम (2), नियम 24 के उप-नियम (1) और नियम 29 के उप-नियम (vi) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा यह विनिर्दिष्ट

करते हैं कि श्री बी. एस. लाली मुख्य कार्यकारी अधिकारी, प्रसार भारती, नई दिल्ली, एक नियमित परधारी के कार्यभार संभालने तक अध्यक्ष अगले आदेशों तक, जो भी पहले हो, महानिदेशक, अकस्मिकाधीन के क्षेत्राधिकार के अंतर्गत सामान्य केंद्रीय सेवा के समूह 'ख' अधिकारियों के संबंध में अनुसूचनपत्र प्राधिकारी तथा समूह 'ग' और 'घ' अधिकारियों के संबंध में संशोधनकर्ता प्राधिकारी के रूप में कार्य करेंगे।

(राष्ट्रपति के आदेश और नाम से जारी)

[सं. वि.वि. 1/12/2006-सकर्मता]

ए. डी. राय, अवर सचिव

ORDER

New Delhi, the 19th July, 2007

**S.O. 2073.**—In exercise of the powers conferred by sub-rule (2) of Rule 12 sub-rule (1) of rule 24 and sub-rule (vi) of rule 29 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby specifies that Shri B. S. Lalli, Chief Executive Officer, Prasar Bharati, New Delhi, shall act as Disciplinary Authority in respect of Group 'B' officers of General Central Service and Revising Authority in respect of Group 'C' & 'D' officers under the jurisdiction of Director General, All India Radio till a regular incumbent joins or until further orders, whichever is earlier.

(By Order and in the Name of the President)

[No. Misc. 1/12/2006-Vig.]

A. D. ROY, Under Secy.

नगर विमानन मंत्रालय

नई दिल्ली, 18 जुलाई, 2007

**क्र.आ. 2074.**—केंद्रीय सरकार, वायुमार्ग (संघ के राजस्वोप प्रयोजनों के लिए प्रयोग), नियम 1976 के नियम 10 के उपनियम (4) के अनुसरण में, नगर विमानन मंत्रालय के अधीन उपक्रमों, इंडियन एयरलाइंस लिमिटेड, अगाती स्टेशन तथा एयर इंडिया लिमिटेड, कानपुर स्टेशन, जिनको 80 प्रतिशत से अधिक कर्मचारी-वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अभिवृत्त करती है।

[सं. ई. 1/1020/6/2006-रा. मा.]

चन्द्रभाग खन्नाली, निदेशक

MINISTRY OF CIVIL AVIATION

New Delhi, the 18th July, 2007

**S.O. 2074.**—In pursuance of sub rule (4) of rule 10 of the official language (use of official purpose of the union) Rules, 1976 the Central Government hereby notified the following offices of the Indian Airlines Limited, Agartala station and Kanpur Station Air India Limited, the public sector undertaking of Ministry of Civil Aviation. Whereof more than 80% staff have acquired the working knowledge of Hindi.

[No. E-1/1020/6/2006-Hindi]

C. B. NARNAULI, Director

## स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 5 जुलाई, 2007

क्र.आ. 2075.—केंद्रीय सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय दन्त चिकित्सा परिषद् से परामर्श करने के बाद एतद्वारा उक्त अधिनियम की अनुसूची के भाग-क में निम्नलिखित और संशोधन करती है: अर्थात्:—

राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय (आरजीयूओएचएस), बंगलूर के संबंध में दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 49 के सामने स्तंभ 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित डेंटल कॉलेजों के संबंध में वहाँ निम्नलिखित प्रविष्टियाँ रखी जाएंगी:—

XV. डी.ए. चंडू मेमोरियल अग्रजी डेंटल कॉलेज, बंगलूर

“मास्टर अग्र डेंटल सर्जरी :

(i) प्रोस्पेक्टिविक्स (यदि 6-10-2006 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (पोस्मो.) आरजीयूओएचएस, बंगलूर
(ii) ओरल सर्जरी (यदि 10-10-2006 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (ओरल सर्जरी) आरजीयूओएचएस, बंगलूर
(iii) कन्जर्वेटिव डेंटिस्ट्री (यदि 13-10-2006 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (कन्जर्वेटिव डेंटिस्ट्री) आरजीयूओएचएस, बंगलूर
(iv) ओरल पैडिसिन एवं रेडियोलॉजी (यदि 7-10-2006 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (ओरल पैडिसिन) आरजीयूओएचएस, बंगलूर
(v) आर्थोडॉन्टिक्स (यदि 10-10-2006 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (आर्थो.) आरजीयूओएचएस, बंगलूर
(vi) पैथोलॉजिक्स (यदि 10-10-2006 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (पैथो.) आरजीयूओएचएस, बंगलूर
(vii) पेरियोडॉन्टिक्स (यदि 14-10-2006 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (पेरियोडॉन्टिक्स) आरजीयूओएचएस, बंगलूर
(viii) सामुदायिक दन्त चिकित्सा (यदि 12-10-2006 को अथवा उसके बाद प्रदान की गई हो)	एमडीएस (सामुदायिक दन्त चिकित्सा) आरजीयूओएचएस, बंगलूर

[संख्या बी-12017/60/2002-पीएमएस (डीई)]

के. बी. एस. राय, उप-सचिव

## MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 5th July, 2007

S.O. 2075.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 49, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to, Rajiv Gandhi University of Health Sciences (RGUOHS), Bangalore, the following entries in respect of following dental college shall be inserted thereunder:—

**XV. B.A. Panda Memorial R.V. Dental College, Bangalore****Master of Dental Surgery**

(i) Prosthodontics (When granted on or after 06-10-2006)	MDS (Prosthodontics) RGUOHS, Bangalore.
(ii) Oral Surgery (When granted on or after 10-10-2006)	MDS (Oral Surgery) RGUOHS, Bangalore.
(iii) Conservative Dentistry (When granted on or after 13-10-2006)	MDS (Cons. Dentistry) RGUOHS, Bangalore.
(iv) Oral Medicine & Radiology (When granted on or after 07-10-2006)	MDS (Oral Medicine) RGUOHS, Bangalore.
(v) Orthodontics (When granted on or after 10-10-2006)	MDS (Ortho). RGUOHS, Bangalore.
(vi) Pedodontics (When granted on or after 10-10-2006)	MDS (Pedo.) RGUOHS, Bangalore.
(vii) Periodontics (When granted on or after 14-10-2006)	MDS (Periodontics) RGUOHS, Bangalore.
(viii) Community Dentistry (When granted on or after 12-10-2006)	MDS (Comm. Dentistry) RGUOHS, Bangalore.

[No. V-12017/60/2002-PMS (DE)]

K.V.S. RAO, Dy. Secy.

नई दिल्ली, 12 जुलाई, 2007

**क्र.अ. 2076.**—केन्द्रीय सरकार ने भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खण्ड (ग) के उपबंध के अनुसारण में पंजाब के पंजीकृत चिकित्सा स्नातक निर्वाचन क्षेत्र में निर्वाचन कारवाया है जहां से डा. बलदेव सिंह, प्रोफेसर, मूत्र विज्ञान तथा प्रतिरोपण शल्य चिकित्सा, प्रमुख, प्रतिरोपण एकक, दयानंद मेडिकल कालेज, लुधियाना को इस अधिसूचना के जारी होने की तारीख के भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया है।

अतः, अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसारण में, केन्द्र सरकार एतद्वारा भारत सरकार के उच्चतम स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या क्र.आ. 138 में निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में "धारा 3 की उप-धारा (1) के खण्ड (ग) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 3 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :-

"3. डा. बलदेव सिंह,  
प्रोफेसर, मूत्र विज्ञान तथा प्रतिरोपण शल्य चिकित्सा,  
प्रमुख, प्रतिरोपण एकक,  
दयानंद मेडिकल कालेज,  
लुधियाना"

[सं. क्र.-11013/7/2006-एम ई (नैति-1)]

टी. जे. एस. चावला, अपर सचिव

New Delhi, the 12th July, 2007

**S.O. 2076.**—Whereas the Central Government in pursuance of clause (c) of Sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) has conducted the election from the Registered Medical Graduate Constituency of Punjab wherefrom Dr. Baldev Singh, Professor of Urology and Transplant Surgery, Head Transplant Unit, Dayanand Medical College, Ludhiana has been elected to be a member of the Medical Council of India with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of Sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :—

In the said notification, under the heading, 'Elected under clause (c) of Sub-section (1) of Section 3', for the serial No. 3 and the entries relating thereto the following serial number and entries shall be substituted, namely :—

"3. Dr. Baldev Singh,  
Professor of Urology and Transplant Surgery,  
Head Transplant Unit,  
Dayanand Medical College,  
Ludhiana"

[No. V-11013/7/2006-ME (Policy-I)]

T. J. S. CHAWLA, Under Secy.

नई दिल्ली, 16 जुलाई, 2007

क्र.आ. 2077.— भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा 1(क) के उपबंध के अनुसरण में डा. ओ. एन. नागी को हरियाणा राज्य सरकार के साथ परामर्श करके दिनांक 21-4-2003 से भारतीय आयुर्विज्ञान परिषद् के सदस्य के रूप में नामित किया गया था।

भारतीय आयुर्विज्ञान परिषद् ने सूचित किया है कि डा. ओ. एन. नागी जो भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 की धारा 3(1) (क) के तहत हरियाणा सरकार का प्रतिनिधित्व कर रहे हैं, ने दिनांक 12-10-2004, 26-03-2005 तथा 18-02-2006 को परिषद् की आम सभा की आयोजित सामान्य तीन बैठकों में अनुपस्थित रहने के संबंध में कोई मौखिक/लिखित सूचना नहीं दी थी। इसलिए डा. ओ. एन. नागी हरियाणा सरकार का प्रतिनिधित्व करने वाले भारतीय आयुर्विज्ञान परिषद् के सदस्य नहीं रह गए हैं।

अतः, अब, उक्त अधिनियम की धारा 7 की उप-धारा (3) के उपबंध के अनुसरण में डा. ओ. एन. नागी को इस अधिसूचना के जारी होने की तारीख से हरियाणा सरकार का प्रतिनिधित्व करने वाला भारतीय आयुर्विज्ञान परिषद् का सदस्य नहीं समझा जाएगा।

[सं. बी.-11013/2/2007-एम. ई. (नीति-1)]

टी. जे. एस. चावला, अवर सचिव

New Delhi, the 16th July, 2007

S.O. 2077.—Whereas in pursuance of the provision of Sub-section (1)(a) of Section 3 of the Indian Medical Act, 1956 (102 of 1956) Dr. O.N. Nagi was nominated as a member of the Medical Council of India in consultation with the State Government of Haryana with effect from 21-04-2003,

Whereas the Medical Council of India has informed that Dr. O.N. Nagi who is representing Government of Haryana under Section 3(1)(a) of IMC Act, 1956 had not participated in three consecutive General Body Meetings of the Council held on 12-10-2004, 26-03-2005 and 18-02-2006 without any verbal/written communication regarding his absence. Therefore, Dr. O.N. Nagi has ceased to be a member of Medical Council of India representing Government of Haryana.

Now, therefore, in pursuance of the provision of Sub-section (3) of Section 7 of the said Act, Dr. O.N. Nagi shall be deemed to have ceased to be a member of the Medical Council of India representing Government of Haryana with effect from the date of issue of this notification.

[No. V-11013/2/2007-ME (Policy-I)]

T. J. S. CHAWLA, Under Secy.

नई दिल्ली, 16 जुलाई, 2007

क्र.आ. 2078.—केन्द्र सरकार ने भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खण्ड (ग) के उपबंध के अनुसरण में पश्चिम बंगाल के पंजीकृत चिकित्सा स्नातक निर्वाचन क्षेत्र में निर्वाचन करवाया है जहाँ से डा. प्रवीरकुमार सूर, 623/1-एफ, टायपंड हार्बल रोड, बेंगलूर, कोलकाता को इस अधिसूचना के जारी होने की तारीख से पांच वर्षों के लिए भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया है।

अतः, अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में "धारा 3 की उप-धारा (1) के खण्ड (ग) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 4 के बाद निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :-

"4: डा. प्रदीरकुमार सूर,  
623/1-एफ, डायमंड हार्बर रोड,  
बेहला, कोलकाता-700034"

आर एच जी, पश्चिम बंगाल

[सं. पी. 11013/7/2006-एम ई (नीति-1)]

टी. जे. एस. चावला, अवर सचिव

New Delhi, the 16th July, 2007

S.O. 2078.—Whereas the Central Government in pursuance of clause (c) of Sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) as conducted the election from the Registered Medical Graduate Constituency of West Bengal wherefrom Dr. Prabirkumar Sur, 623/1-F, Diamond Harbour Road, Behala, Kolkata has been elected to be a member of the Medical Council of India for five years with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of Sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely:—

In the said notification, under the heading, 'Elected under clause (c) of Sub-section (1) of Section 3', for the serial No. 4 and the entries relating thereto the following serial number and entries shall be substituted, namely:—

"4: Dr. Prabirkumar Sur,  
623/1-F, Diamond Harbour Road,  
Behala,  
Kolkata - 700034"

RMG, West Bengal

[No. V-11013/7/2006-ME (Policy-I)]

T. J. S. CHAWLA, Under Secy.

नई दिल्ली, 16 जुलाई, 2007

क्र.आ. 2079.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1)(ख) के उपबंध के अनुसरण में डा. पी. के. जैन, कायचिकित्सा विभागाध्यक्ष, एम.एल.बी. मेडिकल कालेज, झांसी, कायचिकित्सा संकाय सदस्य, बुंदेलखण्ड विश्वविद्यालय को बुंदेलखण्ड विश्वविद्यालय, झांसी के कोर्ट द्वारा इस अधिसूचना के जारी होने की तारीख से पांच वर्षों की अवधि के लिए भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया है।

अतः, अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में "धारा 3 की उप-धारा (1) के खण्ड (ख) के अधीन निर्वाचित" शीर्षक के अंतर्गत क्रम संख्या 55 के सामने निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :-

"55: डा. पी. के. जैन,  
कायचिकित्सा विभागाध्यक्ष,  
एम.एल.बी. मेडिकल कालेज,  
झांसी

बुंदेलखण्ड विश्वविद्यालय, झांसी"

[सं. पी. 11013/10/2006-एम ई (नीति-1)]

टी. जे. एस. चावला, अवर सचिव



New Delhi, the 16th July, 2007

S.O. 2079.—Whereas in pursuance of the provision of Sub-section (1)(b) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. P.K. Jain, Head of Department of Medicine, M.L.B. Medical College, Jabalpur member of the faculty of Medicine, Bundelkhand University has been elected by the Court of Bundelkhand University, Jabalpur to be a member of the Medical Council of India for five years with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of Sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :—

In the said notification, under the heading, 'Elected under clause (b) of Sub-section (1) of Section 3', against serial number 55, the following entries shall be substituted, namely :—

"55. Dr. P.K. Jain  
Head of Department of Medicine,  
M.L.B. Medical College,  
Jabalpur

Bundelkhand University, Jabalpur"

[No. V-11013/10/2006-ME(Policy-II)]

T. I. S. CHAWLA, Under Secy.

जल संसाधन विभाग

नई दिल्ली, 3 जुलाई, 2007

क्र.सं. 2080.—केंद्रीय सरकार, राजधानी (संघ के राजसकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसार में राष्ट्रीय जल विकास अभिकरण के निम्नलिखित कार्यालयों को, जिसके 80% कर्मचारीबुन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

1. अन्वेषण प्रभाग, जमशेदपुर
2. अन्वेषण प्रभाग, पटना
3. अन्वेषण प्रभाग, लखनऊ
4. अन्वेषण सँकलित, जलसाह
5. अन्वेषण प्रभाग, बलसाह
6. अन्वेषण प्रभाग, धौलपुर
7. अन्वेषण प्रभाग, कोलकाता
8. जल विकास प्रभाग, कोलकाता
9. मुख्य अभियंता (ए), हैदराबाद
10. अन्वेषण सँकलित, हैदराबाद
11. अन्वेषण प्रभाग-I, हैदराबाद
12. अन्वेषण प्रभाग-II, हैदराबाद

(सं. 1/1/2005-हिन्दी)

राजकुमारी देव, निदेशक (रा. म.)

MINISTRY OF WATER RESOURCES

New Delhi, the 3rd July, 2007

S.O. 2080.—In pursuance of Sub-Rule (4) of rule (10) of the Official Language (use for official purposes of the Union) The Central Government hereby notifies the following offices of National Water Development Agency, the 80% staff whereof have acquired working knowledge of Hindi:

1. Investigation Division, Bangalore.

2. Investigation Division, Patna.
3. Investigation Division, Lucknow.
4. Investigation Circle, Valsad.
5. Investigation Division, Valsad.
6. Investigation Division, Bhopal.
7. Investigation Division, Kolkata.
8. Hydrological Division, Kolkata.
9. Office of the Chief Engineer (S), Hyderabad.
10. Investigation Circle, Hyderabad.
11. Investigation Division-I, Hyderabad.
12. Investigation Division-II, Hyderabad.

[No. 1/1/2005-Hindi]

RAJKUMARI DAVE, Director (OL)

नई दिल्ली, 3 जुलाई, 2007

क्र.आ. 2061.—केंद्रीय सरकार, राजधानी (संघ के संसदीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-विषय (4) के अनुसरण में राष्ट्रीय जल विकास अभिकरण के निम्नलिखित कार्यालयों को, जिसके 80% कर्मचारीकुन्द ने हिन्दी का कार्यस्थायक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

1. अन्वेषण प्रभाग, बंगलूर
2. अन्वेषण प्रभाग, पटना
3. अन्वेषण प्रभाग, राखनऊ
4. अन्वेषण सर्किल, वलसाड
5. अन्वेषण प्रभाग, वलसाड
6. अन्वेषण प्रभाग, भोपाल
7. अन्वेषण प्रभाग, कोलकाता
8. जल विज्ञान प्रभाग, कोलकाता
9. मुख्य अभियंता (च), हैदराबाद
10. अन्वेषण सर्किल, हैदराबाद
11. अन्वेषण प्रभाग-I, हैदराबाद
12. अन्वेषण प्रभाग-II, हैदराबाद

[सं. 1/1/2005-हिन्दी]

राजकुमारी देव, निदेशक (रा. भा.)

New Delhi, the 3rd July, 2007

S.O. 2061.—In pursuance of Sub-Rule (4) of rule (10) of the Official Language (use for official purposes of the Union) The Central Government hereby notifies the following offices of National Water Development Agency, the 80% staff whereof have acquired working knowledge of Hindi:

1. Investigation Division, Bangalore.

2. Investigation Division, Patna.
3. Investigation Division, Lucknow.
4. Investigation Circle, Varanasi.
5. Investigation Division, Varanasi.
6. Investigation Division, Bhopal.
7. Investigation Division, Kolkata.
8. Hydrological Division, Kolkata.
9. Office of the Chief Engineer (S), Hyderabad.
10. Investigation Circle, Hyderabad.
11. Investigation Division-I, Hyderabad.
12. Investigation Division-II, Hyderabad.

[No. 1/1/2005-Hindi]

RAJKUMARI DAVE, Director (OL)

**कृषि विभाग**

(कृषि अनुसंधान एवं शिक्षा विभाग)

(कानून अनुसंधान)

श्री दिल्ली, 10 मई, 2007

सं.सं. 2002.—सूचना का अधिकार अधिनियम की धारा 5 (2) और 19 (1) के अनुसार एवं इस विषय पर इससे पूर्व जारी सभी अधिसूचनाओं एवं संज्ञापनों का अधिनियम करते हुए कृषि अनुसंधान एवं शिक्षा विभाग के निम्नलिखित अधिकारियों को उनके नाम के आगे दिए गए विषयों के संबंध में केंद्रीय जन सूचना अधिकारी और अर्गीत अधिकारी नियुक्त किया जाता है :-

केंद्र केन्द्रीय जन सूचना का अधिकारी का नाम	पर धारा	सूचना सं.	विषय वस्तु	अधीन अधिकारी का नाम एवं पदनाम सूचना नम्बर संज्ञित
1	2	3	4	5
1. श्री रामकृष्ण चौधरी	अध्यापक सहायक	23382345	सूचना प्रौद्योगिकी डेप्ट, सी.बी. आई.ए.आर. को कोऑर्डर देना, अन्तर्राष्ट्रीय संगठनों/संस्थानों के साथ समन्वित रूप/कार्य कोऑर्डर, विदेश मंत्रालय, वाणिज्य मंत्रालय, विज्ञान एवं प्रौद्योगिकी विभाग, आर्थिक मामलों विभाग, कृषि एवं सहकारिता विभाग के सहयोग कार्यक्रमों में डेप्ट की सहभागिता के अधिनियम सकार, कार्य योजना एवं अन्य कार्यक्रमों/ तदर्थ दौरे के तहत सभी आगंतुकों के साथ अन्य व्यवहार कर्तव्य विदेशी व्यक्तियों/पदाधिकारियों के सभी तदर्थ दौरे के लिए तकनीकी राजनैतिक सुरक्षा के दृष्टिकोण से व्यक्तों पर कार्यवाही करना। श्री रामकृष्ण उप सहायक 23097044 डेप्ट से संबंधित सभी सहायता मामलों	श्री रानील कुमार जैन निदेशक (आई.सी.) 23382375

1	2	3	4	5	6
2	श्रीमती सुकिता दशगुप्ता	अवर सचिव	23070421	साथ समझौता ज्ञापन/कार्य योजक बनाने सहित सी. जी. कैंडों से संबंधित सभी कार्य और वैज्ञानिकों/अधिकारियों की प्रतिनियुक्ति, परियोजना प्रस्ताव, इसके तहत सलाहकारों का चरित दौरा, सी. जी. ए. आई. अर. को वार्षिक अंशदान का भुगतान, चावल-येई सैकस भूमिगत की प्रक्रिया यू. एस. ए. आई. डी./यू. एस. डी. ए. परियोजनाओं की प्रक्रिया, ए. सी. आई. ए. अर. से संबंधित द्विपक्षीय परियोजना	श्री राजीव कुमार जैन निदेशक (आई. सी.) 23382375
3	श्रीमती अरुणा अग्रवाल	अवर सचिव	23383327	आई. सी.-3 प्रशिक्षण प्रभाग से संबंधित सभी कार्य यथा अल्पावधि प्रशिक्षण कार्य देखना और कृषि से जुड़े विषयों में राज्य कृषि विश्वविद्यालयों, भा.क.अ.प. के समन्वयविद्यालय एवं संस्थानों में विदेशी विद्यार्थियों का स्नातक, स्नातकोत्तर, एवं डॉक्टर डिग्री पाठ्यक्रमों में प्रवेश, नेपाल सहस्रता निधि और जनन द्रव्य विनिमय। उन्नत अनुसंधान हेतु शिक्षावृत्ति, सात्रवृत्ति, इत्यादि संबंधी मामले, विदेशी सपक के आदेश पर उच्च शिक्षा और सपक द्वारा समर्पित अधिकरण/संयुक्त राष्ट्र/अंतर्राष्ट्रीय अधिकरण इत्यादि, विदेश प्रशिक्षण, विदेश नियुक्ति हेतु उद्भूत अवसरों का मार्गदर्शन, एन.ए.आई. कार्मिक एवं प्रशिक्षण विभाग द्वारा मेनटेल किए जाने वाले रॉस्टर में भा.क.अ.प. और कृषि विश्वविद्यालय के कार्यचारियों को इन संगठनों के अंतर्गत अपना आगामी रिक्तियों के लिए सूचीबद्ध करना।	श्री राजीव कुमार जैन निदेशक (आई. सी.) 23382375 श्री राम अक्षतार उप सचिव (ई. एन. सी.)
4	श्री मदन लाल	अवर सचिव	23382786	परियोजनाओं से संबंधित सभी मामले यू. एस. ए. आई. डी./यू. एस. डी. ए. और ए. सी. आई. ए. अर. परियोजनाओं को जेडकर, विश्व बैंक निधि प्रदात परियोजना एन.ए.आई.पी.	श्री राजीव कुमार जैन निदेशक (आई. सी.)
5	श्री मनजीत सिंह नरवर	अवर सचिव	23385362	एन.ए.ओ. परियोजनाओं से असंबद्ध टी.सी.डी.सी., सी. जी. पी. आर. टी.सी.ए.बी. आई., ए.पी.ए. अर. आर. आई., आई.एस.टी.ए., सार्क, एस. ए. आई. सी., यू.ओ.ए. बी. अर. डी. एस., ई. एस. सी. ए. पी., अर. ए. एन. एस. के संबंध में प्रति नियुक्ति मामले, ए. बी. आई. ए. पी. ए. ए. आई. आई. एस. टी. ए. ई. एस. सी. ए. पी. इत्यादि को अंशदान का भुगतान परामर्श से संबंधित मामले, संसद कार्य से संबंधित सभी मामले, सम्मेलन कार्य, अंतर्राष्ट्रीय सम्मेलनों, संगोष्ठी, सेमिनार आदि के आयोजन हेतु सरकारी अनुमति।	श्री राजीव कुमार जैन निदेशक (आई. सी.)
6	श्री हेमन्त कुमार कलकल	अवर सचिव	23387063	स्थापना/सामान्य प्रशासन, केन्द्रीय कृषि विश्वविद्यालय, डेवर का बजट कार्य से संबंधित मामले, राजभाषा से संबंधित मामले।	श्री राम अक्षतार उप सचिव 23097044

[सं. 10-1/2005-स्थान]

डॉ. के. कलकल, अवर सचिव

**MINISTRY OF AGRICULTURE**  
(Department of Agricultural Research and Education)  
(ESTABLISHMENT SECTION)

New Delhi, the 10th May, 2007

S.O. 2882.—In terms of Sections 5(2) and 19(1) of the RTI Act, 2005, and in supersession of all earlier Notification and Amendments issued on the subject matter, the following officers of Department of Agricultural Research and Education are hereby designated as Central Public Information Officers and Appellate Authorities in respect of the subject matters dealing with their names :—

Sl. No.	Name of the C.P.I.O.	Designation	Telephone No.	Subject Matter	Name of Appellate Authority with Designation/ Telephone No.
1	2	3	4	5	6
1.	Shri Roopak Chaudhuri	Under Secretary	23382385	IT(DARE), MoU/Work Plans with countries, International organizations/institute other than CGIAR, Participation of DARE in the collaborative programme for the Mo External Affairs, Mo Commerce, D/o Science & Technology, D/o Economic Affairs, D/o Agriculture & Cooperation, Hospitality, other protocol duties of all visitors visiting under work plan and other programmes/ad-hoc visits, Processing cases of all ad-hoc visits of foreign nationals/dignitaries for clearance from technical/political security angle. All vigilance matters pertaining to DARE.	Shri Rajeev Kumar Jain, Director (IC), 23382375  Shri Ram Anur, Deputy Secy. 23097044
2.	Smt. Sumita Das Gupta	Under Secretary	23070821	All work relation to CG Centres including processing of MoU/Work Plan and deputation of Scientists/officials, project proposals, visit of consultants to India thereunder, Payment of annual contribution to CGAIR, Processing of Rice-Wheat Consortium matters, Processing of USAID/USDA Projects, Bilateral projects relating to CGIAR.	Shri Rajeev Kumar Jain, Director (IC), 23382375
3.	Smt. Alka Ahuja	Under Secretary	23383327	All matters relating to IC-III (Training Division) i.e. looking after short-term training and admission of foreign students into graduate, post-graduate and doctoral degree course in Agriculture and Agri-related disciplines in the State Agril. Univs, ICAR Deemed Univs and Institutes, Nepal-Aid Fund, Germplasm Exchange. Cases of fellowship, scholarships etc. for advanced research, higher studies at the behest of foreign Government and Government sponsored agencies/UN/International agencies etc., foreign training, nomination of suitable candidates for foreign assignments, empanelment of ICAR and Agricultural University employees in roster maintained by FAO, DoPT etc. for future vacancies in or under these organizations.	Shri Rajeev Kumar Jain, Director (IC)  Shri Ram Anur, Deputy Secretary, (E & V)

1	2	3	4	5	6
4.	Shri Madan Lal	Under Secretary	23382786	All matters relating to projects (except projects with USAID/USDA and ACLAR), World Bank funded project-NATP.	Shri Rajeev Kumar Jain, Director (IC)
5.	Shri Manjit Singh Nayar	Under Secretary	23385362	Deputation cases in respect of FAO (non-related to projects), TUDC, CGPRT, CABL, APARRI, ISTA, SAARC, SAIC, UO, AVRDS, ESCAP, RANM, Payment of contribution of CGPRT, CABL, APAARI, ISTA, ESCAP etc., Cases pertaining to consultancy. All matters relating to Parliament work, Coordination work, Obtaining of Govt. clearances for organizing International conferences, seminars, symposia etc.	—do—
6.	Shri Deyendra Kumar Chhatwal	Under Secretary	23387063	Establishment/General Administration, matter relating to CAU, Budget work of DARE, matter relating to Official Language.	Shri Ram Aulav Deputy Secy. 23097044

[No. 10-1/2005-Estt.]

D. K. CHHATWAL, Under Secy.

## उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 16 जुलाई, 2007

क्र.भा. 2083.—भारतीय मानक ब्यूरो विभाग, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसार यह भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये हैं :-

## अनुसूची

क्रम संख्या	संशोधित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 10810 (भाग 47) : 1984 की संशोधन संख्या 1	01, जनवरी 2007	31-01-2007

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तपुरम में भित्ती हेतु उपलब्ध हैं।

[संदर्भ: ईटी 09/टी-86 (47)]

पो. के मुखर्जी, वैज्ञ. 'एफ' एवं प्रमुख (विद्युत तकनीकी)

## MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

## BUREAU OF INDIAN STANDARDS

New Delhi, the 16th July, 2007

S. O. 2083.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

## SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
1.	IS 10810 (Part 47): 1984 Methods of Test for Cables Part 47 Impulse Test	01 January, 2007	31-01-2007

Copy of this Amendment is available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref.: ET 9/T-86 (47)]

P. K. MUKHERJEE, Sc. F &amp; Head (Electro Technical)

नई दिल्ली, 16 जुलाई, 2007

का. आ. 2084.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसार में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

## अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और जीर्णोद्धार	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हों, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 5 : 2007 तैयार मिश्रित रंग और इनेमल के लिए रंग (छठा पुनरीक्षण)	—	31 मई, 2007

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा राज्य कार्यालयों : अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, कन्नूर, पटना, पुणे तथा त्रिवन्थपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: सीएचडी 20/आई एस 5]

ई. देवेंद्र, वैज्ञ. एफ., निदेशक (रासायन)

New Delhi, the 16th July, 2007

S. O. 2084.—Departments of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

## SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of the Indian standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 5 : 2007 Colours for ready mixed paints and enamels (Sixth Revision)	—	31 May, 2007

Copy of this is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref.: CHD 20/IS 5]

E. DEVENDAR, Sc. F, Director (Chemical)

नई दिल्ली, 16 जुलाई, 2007

क्र. आ. 2085.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसारण में भारतीय मानक ब्यूरो एलबुद्धा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये हैं :-

## अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 2879 : 1998—खतु मार्क वेल्डिंग इलेक्ट्रोडों के लिए गड्ड इस्पात—विलिश्ट (तीसरा पुनरीक्षण)	संशोधन संख्या 2, मई 2007	09-07-2007

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: एमटीडी 4/टी-65]

डा. श्रीमति स्नेह भट्टला, वैज्ञानिक-एफ एवं प्रमुख (एमटीडी)

New Delhi, the 16th July, 2007

S. O. 2085.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

## SCHEDULE

Sl.No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
1.	IS 2879 : 1998 Mild steel for metal and welding electrodes—Specification (third revision)	Amendment No. 2, July, 2007	09 July, 2007

Copy of this Amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref.: MTD 4/T-65]

Dr. Mrs. SNEH BHATLA, Sc.-F &amp; Head (MTD)

नई दिल्ली, 17 जुलाई, 2007

क्र. आ. 2086.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसारण में भारतीय मानक ब्यूरो एलबुद्धा अधिसूचित करता है कि किस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :-

## अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और त्रिवर्षक	नये भारतीय मानक द्वारा अतिरिक्तित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	IS 52 : 2006 विद्युत प्रयोजनों के लिए विद्युत्तरोधी पेंट—विलिश्ट	5424 : 1969	01 नवम्बर, 2007



इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा राज्य कार्यालयों : अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तपुरम में बिछी हेतु उपलब्ध हैं।

[संदर्भ: ईटी 02/टी-154]

पी. के. मुखर्जी, वैज्ञ. एक एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 17th July, 2007

S. O. 2006.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued

## SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and year of the Indian standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 15652: 2006 Insulating mats for electrical purposes—Specification	IS 5424: 1969 Specification for rubber mats for electrical purposes	01 November, 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: ET/02/T-154]

P. K. MUKHERJEE, Sc. F &amp; Head (Electro Technical)

नई दिल्ली, 17 जुलाई, 2007

आ. अ. 2007.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में एलट्राजा जॉय सूचित किया जाता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है, वह रद्द कर दिया गया है और जयस ले सिद्ध रहा है:

## अनुसूची

क्रम रद्द किये गये मानक की संख्या और वर्ष	भारत के राजपत्र भाग II, खंड 3, उप-खंड (ii) में का आ. संख्या और तिथि प्रकाशित	टिप्पणी
(1)	(2)	(3)
1. आईएस 12819:1989	0157, 19-1-1991	—

[संदर्भ: ईटी 03/टी-26]

पी. के. मुखर्जी, वैज्ञानिक एक एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 17th July, 2007

S. O. 2007.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, it is hereby notified that the Indian Standard, particulars of which is mentioned in the Schedule given hereafter, has been cancelled and stand withdrawn.

## SCHEDULE

Sl. No. and Year of the No. Indian Standards Cancelled	S.O. No. and Date published in the Gazette of India Part II, Section-3, Sub-section (ii)	Remarks
(1)	(2)	(3)
1 IS 12819:1989	0157, 19-1-1991	—

[Ref: ET/03/T-26]

P. K. MUKHERJEE, Scientist F &amp; Head (Electro Technical)

नई दिल्ली, 19 जुलाई, 2007

क्र. आ. 2088.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये हैं:

## अनुसूची

क्रम संख्या	संशोधित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)

1.	आईएस 319:2007- सुकटय पीकल के लीये, छह एवं सैक्शन-विशिष्ट (पंचम पुनरीक्षण)	आईएस 319:1989	31 जनवरी, 2007
110002	इन संशोधनों की प्रतियाँ भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली- क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।		

[संदर्भ : एमटीडी 8/टी-2]

डॉ. (श्रीमति) स्नेह भाट्टा, वैज्ञानिक एफ एवं प्रमुख (एमटीडी)

New Delhi, the 19th July, 2007

S. O. 2088.—In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

## SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1	IS 319:2007 Free Cutting Brass Bars, Rods and Sections—Specification (Fifth revision)	IS 319:1989	31-01-2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Tiruvananthapuram.

[Ref.: MTD 8/T-2]

Dr. (Mrs.) SNEH BHATTIA, Scientist F &amp; Head (Met. Engg.)

नई दिल्ली, 16 जुलाई, 2007

क्र.आ. 2089.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में एतद्वारा अधिसूचित किया जाता है कि निम्न भारतीय मानकों के विवरण नीचे अनुसूची में दिये गये हैं, वे 16 जून, 2007 से रद्द कर दिए गए हैं और वापस ले लिये गए हैं :

अनुसूची			
क्रम रह किये गये मानक की संख्या और वर्ष		भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii) में का.आ. संख्या और विधि प्रकाशित	टिप्पणी
(1)	(2)	(3)	(4)
1.	आईएस 8522 : 1977 रस्पिरा, रासायनिक-कार्ट्रिज	783 दिनांक 29-3-1980	आई एस 15322 : 2003 एवं 15323 : 2003 के प्रकाशित होने के कारण जिसमें कि वय अपेक्षित पूरे फेस, आंखें और चौथाई मास्क के साथ प्रयुक्त फिल्टरों की अपेक्षाई दी गयी है जो कि नवीनतम अंतराष्ट्रीय रीति है।
2.	आईएस 8523 : 1977 रस्पिरा, कॉन्स्ट्र टाइप (गैस मास्क)	1995 दिनांक 26-7-1980	आई एस 15322:2003 एवं 15323 : 2003 के प्रकाशित होने के कारण जिसमें कि वय अपेक्षित पूरे फेस, आंखें और चौथाई मास्क के साथ प्रयुक्त फिल्टरों की अपेक्षाई दी गयी है जो कि नवीनतम अंतराष्ट्रीय रीति है।

[संदर्भ : सीएचबी/आईएस 8522 और 8523]

ई. देवेन्द्र, सहा. एग, निदेशक (स्वास्थ्य)

New Delhi, the 16th July, 2007

S. O. 2089.— In pursuance of clause (b) of Sub-rule (1) of Rule 7 of the Bureau of Indian Standards rules, it is, hereby notified that the Indian Standard, Particulars of which are mentioned in the Schedule give hereafter, has been cancelled and stand withdrawn w.e.f. 16 June, 2007.

## SCHEDULE

Sl. No. and Year of the No. Indian Standards Cancelled	S.O. No. and Date published in the Gazette of India, Part II, Section 3, Sub-section (ii)	Remarks
(1)	(2)	(3)
1. IS 8522: 1977 RESPIRATORS CHEMICAL CARTRIDGE	783 dt. 29-3-1980	Due to publication of IS 15322 : 2003 and IS 15323: 2003 which provides the requirements of the filters only to be used along with the full face, half and quarter mask as required, which is the latest practice internationally.

(1)	(2)	(3)	(4)
2.	IS 8523 : 1977 RESPIRATORS CANISTER TYPE (GAS MASKS)	1995 dt. 26-7-1980	Due to publication of IS 15322 : 2003 and IS 15323 : 2003 which provides the requirements of the filters only to be used along with the full face, half and quarter mask as required, which is the latest practice internationally.

[Ref. : CHDMS 8522 and 8523]

E. DEVENDAR, Scientist 'F', Director (Chemical)

नई दिल्ली, 19 जुलाई, 2007

क्र.आ. 2090.— भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये हैं :

## अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 11860 : 1998—घुनी पट्टी में ठोस अपचयन आधारित प्रत्यक्ष अपचयन के लिये गैर-कुकिंग कोयले हेतु दिश निर्देश अन्वय विश्वीकरण (पहला पुनरीक्षण)	संशोधन संख्या 2, अप्रैल, 2007	19-07-2007

इस संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर साह जफर मार्ग, नई दिल्ली 110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा स्वच्छा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध है

[संदर्भ : एमटीडी 30/टी-9]

डॉ. (श्रीमती) स्नेह भाटला, वैज्ञानिक एफ एवं प्रमुख (एमटीडी)

New Delhi, the 19th July, 2007

S.O. 2090.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

## SCHEDULE

Sl No.	No. and Year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 11860 : 1998 Guidelines for non-cooking coals for solid reductant based direct re- duction in rotary kilns (and other reactors) (First Revision)	Amendment No. 2 April, 2007	19 July, 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kaspur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref : MTD 30/T-9]

DR. (MRS.) SNEH BHATLA, Sec- 'F' &amp; Head (MTD)

नई दिल्ली, 19 जुलाई, 2007

क्र.सं. 2091.- भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उपविनियम (5) के अनुसार में भारतीय मानक ब्यूरो एनर्जिया अधिसूचित करता है कि निम्न खासों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

## अनुसूची

क्रम संख्या	खास संख्या	स्वीकृत करने की तिथि वर्ष/माह	खासोंसंघारों का नाम व पता	भारतीय मानक का संकेत	भा या संख्या	वर्ष
1	2	3	4	5	6	7
1.	7679607	29-11-06	किनेटोक्स इंस्टीट्यूट लि., प्लॉट नं. 10, ब्लॉक बी-1 एम आर डी सी, चिचवड जिला पुणे-411 019	अग्लाइज्डसिस्टम गैर रहित रॉबोटिक्स कलेक्शन (पीपीसी-यू) फायर अंशितिक रक्षितों और सीबोज प्रणाली के लिए	15328	2003
2.	7686095	30-11-06	विशाल कंवेन्ट्स इंडिया प्र.लि., सोनी कालमोर पुणे सेंट्रल रेलवे के पास, जिला पुणे-412201	स्वर्ण प्रकार के पॉवर कंपीसीटर्स एसी पावर प्रणाली रक्षित 1000 बोल्डेज तक के लिए	13340	1993
3.	7667701	30-11-06	किरूमला इंस्टीट्यूट, प्लॉट नं. ई-8, एम आर डी सी जिला-नरेंद्र-431 603	पैकेजबंद पैयबल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	2004
4.	7681691	05-12-06	अल्फा वर्टिस, प्लॉट नं. 75, हिस्सा 2/2 छात्रों रोड ट्यूब इन्वेस्टमेंट इंडिया के सामने लक्ष्मणदे तारुका मुलाशी जिला पुणे	पैकेजबंद पैयबल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	2004
5.	7680891	06-12-2006	ह्यूड्रोहोम ज्वैलर्स, 1300/ए, पीथ कन्या जिलाक चौक सोलापुर-413007	स्वर्ण और स्वर्ण मिश्रण आभूषण/कृत्रिम-हिल्लकृति और चिन्हांकन	1417	1999
6.	7683901	12-12-06	सुपर पॉवर एंड बैटरीज, एच-7/ए, एम आर डी सी कुपवाड जिला-सांगली-416436	बहुउद्देश्यीय मुक्त बैटरीज	8144	1997
7.	7684293	12-12-06	रज्जु ज्वैलर्स, 595, रक्षितर पैठ, तसेगांव रामावे, तारुका मन्डेल जिला पुणे-410 506	स्वर्ण और स्वर्ण मिश्रण आभूषण, कृत्रिम-हिल्लकृति और चिन्हांकन	1417	1999

1	2	3	4	5	6	7
8	7685804	13-12-06	राजमल लखीचंद, नवीलस, 520-1/ई, साहपुरी महालक्ष्मी चैम्बर्स से आगे, सेंट्रल बस स्टॉप के पास, कोरेवापुर-416001	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/कृत्रिम-शिल्पकृति और चिह्नकन	1417	1999
9	7683392	14-12-06	अरवराज मिनरल वॉटर कंपनी, बी/12, एम आर सी सी इंड एरिया, एट खुतागू, तालुका नवगार्ज, जिला नंदेद-431709	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	2004
10	7688002	20-12-06	दिला इंडस्ट्रीज एंड सर्विकल इंडस्ट्रीज, क्र. सं. 14, पुष्प चैम्बर्स, 689/4, प्लॉट नं.-1, विजयवाडी रोड, जिला पुणे-411 037	स्फेगोमेनोमोटर्स, मकुरिकल	3390	1988
11	7688406	26-12-06	इस्थ कोवर इंडस्ट्रीज, सीसी नं. 423, प्लॉट नं. 148, पंचारपोल इंड इस्टेट, जिला कोल्हापुर	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	2004
12	7688507	26-12-06	क्लेवर सूइस प्रा. लि., 317/318, सहाचपुर नंदुर रोड, तालुका पैक, जिला पुणे	विकसित दूध पावडर, भाग-1 मानक श्रेणी	13334 I	1998

[सं. सी एम डी/13 : 11]

ए. के. तस्वार, उप महानिदेशक (मुहर)

New Delhi, the 19th July, 2007

S. O. 2091.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule.

## SCHEDULE

Sl. No.	Licence No.	Grant Date	Name & Address of the Party	Title of the Standard	IS No.	Part	Section	Year
L	7679607	29-11-06	Finolex Industries Ltd., Plot No. 10, Block D-1, MIDC, Chinchwad, District Pune-411 019	Unplasticized non pressure polyvinyl Chloride (PVC-U) pipes for use in underground drainage and sewerage systems	15328			2008

1	2	3	4	5	6	7
2	7685095	30-11-06	Vishay Components India Pvt. Ltd., Loni Kalbhori Near Pune (C. Rly) District Pune-412 201	Power capacitors of self healing type for ac power systems having rated voltage upto 1000 V	13340	1993
3	7667701	30-11-06	Tirumala Industries, Plot No. B-8, MIDC District Nanded-431603	Packaged drinking water (Other than packaged) natural mineral water)	14543	2004
4	7681691	30-11-06	Alpha Waters Plot No. 75, Hissa 2/2, Highway Road, Opp. Tube Investment India Tirthurwade Taluka Mulshi District Pune	Packaged drinking water (Other than packaged) natural mineral water)	14543	2004
5	7680891	6-12-06	Shudhohom Jewellers 1300/A, North Kasha Tilak Chowk Solapur-413007	Gold and gold alloys, jewellery/artefacts— Fineness and marking	1417	1999
6	7683901	12-12-06	Super Power & Batteries, H-7/A, MIDC Kupwad District Sangli- 416436	Multipurpose dry batteries	8144	1997
7	7684295	12-12-06	Shah Jewellers 595, Ravivar Peth Talgaon Dabhade Taluka Maval District Pune-410506	Gold and gold alloys, jewellery/artefacts— Fineness and marking	1417	1999
8	7685804	13-12-06	Rajmal Lakhichand Jewellers, 520-1/E, Shahupuri Next to Mahalaxmi Chambers Near Central Bus Stand Kolhapur-416001	Gold and gold alloys, jewellery/artefacts— Fineness and marking	1417	1999
9	7683392	14-12-06	Ashwaraj Mineral Water Company B/12, MIDC Indl. Area At Krushnoor Taluka Naigaon District Nanded- 431709	Packaged drinking water (Other than packaged) natural mineral water)	14543	2004
10	7688002	20-12-06	Disha Instruments & Surgical Industries S. No. 14, Pushpa Chambers, 689/4, Plot No. 1, Bibhewadi Road, District Pune- 411037	Sphygmomanometers, mercurial	3390	1988

1	2	3	4	5	6	7
11	7663406	26-12-06	Health Care Industries CC No. 423, Plot No. 148, Panjarpol Indl. Estate District Kolhapur	Packaged drinking water (Other than packaged) natural mineral water)	14543	2004
12	7668507	26-12-06	Clover Foods Pvt. Ltd. 317/318, Sahajpur Nandur Road Taluka Daund District Pune	Skimmed milk powder, Part I Standard grade	13334	1998

[No. CMDV13 : 11]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 20 जुलाई, 2007

कार.अ. 2092. - भारतीय मानक ब्यूरो के भारतीय मानक ब्यूरो (प्रमाणन) विनियमन 1988 के विनियम 4 के उपविनियमन (5) के तहत यह अधिसूचित किया जाता है कि निम्नलिखित ब्यूरी वाले लाइसेंस प्रदान किए जाते हैं।

क्रम संख्या	लाइसेंस संख्या	लागू दिनांक	मार्टी का नाम व पता (कारखाना)	मानक की उपाधि	धारा संख्या भाग/ खंड व वर्ष
1	2	3	4	5	6
1.	6593790	04-08-2006	मैसर्स प्रोटेक एन्जिनीयरिंग, एस.ए.ए. रू. 255, सकित नगर, मासकालिकालयम रोड, सौरिफलायम, कोयंबूर-641 028	निमज्जनीय पंप सेट	धारा 8034 : 2002
2.	6593992	07-08-2006	मैसर्स गोपालकृष्ण इन्डस्ट्रीज, 427, फटेल रोड, कोयंबूर-641 009	गहरे कुओं के निमज्जनोय पंप सेट	धारा 14220 : 1994
3.	6594085	08-08-2006	मैसर्स ऐंकर एन्जिनीयरिंग कंपनी, 367, विरुषि रोड, कोयंबूर-641 005	गहरे कुओं के निमज्जनीय पंप सेट	धारा 14220 : 1994
4.	6594792	09-08-2006	मैसर्स टीटीके प्रस्टीज लिमिटेड, नं. 234/1, फोरलायबी रोड, मइलेरियालयम गाँव, महुकरी पंचायत समिति, कोयंबूर-641 032	फरेलु प्रेशर कुकर्स	धारा 2347 : 1995
5.	6595390	09-08-2006	मैसर्स टेक्स पंप्स, 1/34, विरालास्त्री नगर, रामचन्द्रिदण्डालयम, सुम्हकनमुपुर (पोस्ट), कोयंबूर-641 010	कृषि तथा जल आपूर्ति के लिए साफ ठंडे पानी के बिजली के मोनेसेट पम्प	धारा 9079 : 2002
6.	6596291	14-08-2006	मैसर्स अक्सटेक इंजिनियर्स, 556/1, अथनारी रोड, पीलमेडु (पोस्ट), कोयंबूर-641 004	कृषि तथा जल आपूर्ति के लिए साफ ठंडे पानी के बिजली के मोनेसेट पम्प	धारा 9079 : 2002



1	2	3	4	5	6	7
7.	6599398	24-08-2006	मैसर्स श्रीराम इंजीनियर्स, एसएफ नं 445/2 बी, वेल्ललूर रोड, सिंगानरसूर, कोयंबतूर-641 005	साफ ठंडे पानी के लिए अमर्कट्रीय पुनर्स्थापक पंप्स	मान्य 8472 : 1998	
8.	6599499	24-08-2006	मैसर्स वर्मा पोली प्रॉडक्ट्स, 1/169 राम नगर कॉलोनी, तिरुछवी रोड, पोंगलूर, तिरुप्पुर-641 667	जल आपूर्ति के लिए उच्च दाब वाले प्लास्टीएथिलिन पम्पस	मान्य 4984 : 1995	
9.	6589496	25-08-2006	मैसर्स प्रोटेक एनजिनीयरिंग, एस.एफ. सं. 255, शक्ति नगर, मासककालिपालयम रोड, सौरिपालयम, कोयंबतूर-641 028	गहरे कुओं के निष्पन्ननीय पंप सेट	मान्य 14220 : 1994	
10.	6601258	30-08-2006	मैसर्स ओडनतुरै पैकेजिंग, ट्रिडिंग वाटर फेडरेशन, एसएफ सं. 32/1, ओडनतुरै पंचायत, फ्लुपट्टी (पोस्ट), कारमडै, मेदुटपालयम, कोयंबतूर-641 305	पैकेजकंद पेयचल (पैकेजकंद प्राकृतिक मिनरल जल के अलावा)	मान्य 14543 : 2004	
11.	6601157	30-08-2006	मैसर्स श्री मेगल ज्वलरी, शोप संख्या 1, भारतीदासन पंचायत कौप्लेक्स, कालिकट रोड, गूडलूर बाजार पोस्ट, गूडलूर, नीलगिरीस	स्वर्ण तथा स्वर्ण मिश्र धातुई आभूषण/ शिल्पकारी-शुद्धता एवं साक्षिण	मान्य 1417 : 1999	
12.	6601864	31-08-2006	मैसर्स यालीस अक्वा मिनरल्स (प्रा.) लिमि., श्री यालिनि इस्लम, इरुप्पन गली नं-1, 239, चेन्मिलै रोड, ईरोड-638 009	पैकेजकंद पेयचल (पैकेजकंद प्राकृतिक मिनरल जल के अलावा)	मान्य 14543 : 2004	

[सं. : सी एम सी/13 : 11]

ए. के. तलवार, उप महानिदेशक (मार्क्स)

New Delhi, the 20th July, 2007

S. O. 2092.—In pursuance of Sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particular of which are given in the following Schedule :

## SCHEDULE

Sl. No.	Licence No.	Operative date	Name & Address (Factory) of the Party	Title of the Standard	IS No. Part/Sec. Year
1	2	3	4	5	6
1.	6993790	04-08-2006	M/s. Portech Engineering, S.F. No. 255, Sakthi Nagar, Masakkalipalayam Road, Sowripalayam, Coimbatore-641 028	Submersible Pumpsets	IS 8034 : 2002

1	2	3	4	5	6
2.	6593992	07-08-2006	M/s. Gopikrishna Industries, 427, Patel Road, Coimbatore-641 009	Openwell Submersible Pumpsets	IS 14220: 1994
3.	6594065	08-08-2006	M/s. Anchor Engineering Company 367, Trichy Road, Singanailur, Coimbatore-641 005	Openwell Submersible Pumpsets	IS 14220: 1994
4.	6594792	09-08-2006	M/s. T.T.K. Prestige Limited, No. 234/1, Pollachi Road, Myleripalayam Village, Madakkurani Panchayat Union, Coimbatore-641 032	Domestic Pressure Cookers	IS 2347: 1995
5.	6595350	09-08-2006	M/s. Tex Pumps 1/34, Visalakshi Nagar, Rameshtypalayam, Sundakamuthur (P.O.), Coimbatore-641 010	Electric Monoset Pumps for Clear, Cold Water for Agricultural and Water Supply Purposes	IS 9079: 2002
6.	6596291	14-08-2006	M/s. Aquatex Engineers 556/1, Avanashi Road, Peelamedu Post, Coimbatore-641 004	Electric Monoset Pumps for Clear, Cold Water for Agricultural and Water Supply Purposes	IS 9079: 2002
7.	6599398	24-08-2006	M/s. Sreeram Engineers SF No. 445/2b, Vellore Road, Singanailur, Coimbatore-641 005	Centrifugal regenerative pumps for clear, cold water	IS 8472: 1998
8.	6599499	24-08-2006	M/s. Varssha Poly Products, 1/169, Ramnagar Colony, Trichy Road, Pongalur, Tirupur-641 667	HDPE Pipes For Water Supply	IS 4984: 1995
9.	6599496	25-08-2006	M/s. Protech Engineering S.F. No. 255, Sakthi Nagar, Masakkalipalayam Road, Soripalayam, Coimbatore-641 028	Openwell Submersible Pumpsets	IS 14220: 1994
10.	6601258	30-08-2006	M/s. Odanthurai Packaging Drinking Water Federation, SF No. 32/1, Odanthurai Panchayat, Pallapatti (P.O.) Karamadai, Mettupalayam, Coimbatore-641 305	Packaged Drinking Water (Other Than Packaged Natural Mineral Water)	IS 14543: 2004
11.	6601157	30-08-2006	M/s. Sri Megalaa Jewellery, Shop No. 11, Bharathihasan Panchayat Complex, Calicut Road, Gudalur, Gudalur Bazaar Post, Gudalur, The Nilgiris	Gold and gold alloys. Jewellery/artifacts-fineness and marking	IS 1417: 1999
12.	6601868	31-08-2006	M/s. Yaley's Aqua Minerals (P) Ltd., Sri Yalini Illam, Iranyan Street No. 1, 239, Chennimalai Road, Erode-638 009	Packaged Drinking Water (Other Than Packaged Natural Mineral Water)	IS 14543: 2004

[No. CMD/13: 11]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 20 जुलाई, 2007

कच.अ. 2093.-भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-विषय (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न लाइसेंसों के विकरण नीचे अनुसूची में दिए गए हैं वे स्वीकृत कर दिए गए हैं :-

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	पा. मा. अंश संख्या	अनुक्रम	वर्ष
1	2	3	4	5	6	7	8
1	7651278	1-09-2006	मरलोनी एम्बेडेनीटी (इंडिया) लिमिटेड 265/274-376 एट पोस्ट खरववाडी चकन, तालुका खेड जिला पुणे	एलपीजी के साथ उपकरणों के लिए छोटे घरेलू गैस हीटर	15558		2005
2	7649089	6-9-2006	उल्हेड ज्वैल्स 562, सदाशिव पेठ विनय टाकीज के पास लासरी रोड पुणे-411030	स्वर्ण और स्वर्ण मिश्रण आभूषण/कृत्रिम-शिल्पकृति और चिन्हांकन	1417		1999
3	7649392	6-9-2006	श्री वर्धमान ज्वैल्स 611, शनिवार पेठ सहाय-415 002	स्वर्ण और स्वर्ण मिश्रण आभूषण/कृत्रिम-शिल्पकृति और चिन्हांकन	1417		1999
4	7649493	6-9-2006	महेशवाधकर सूर्य 538, गुन्वकर पेठ सहाय 415002	स्वर्ण और स्वर्ण मिश्रण आभूषण/कृत्रिम-शिल्पकृति और चिन्हांकन	1417		1999
5	7652078	8-9-2006	बी मकरवीर निक्सिन्ही महात्मनी इस्पात अ. लि. ए-6 और ए-7/2, एम अग्रवादीसी गोकुल विमर्गंज जिला कोल्हापुर 416 234	कॉन्क्रीट रो-इन्फोर्समेंट के लिए उच्च शक्ति विकसित स्टील को छह और नौ	1786		1985
6	7653727	8-9-2006	भारत टी-पोलिम स्टील इंडस्ट्रीज प्राईम संख्या 8, 9, 10/196 इंडस्ट्रीज इस्टेट, जिला-सांगली-416 416	कॉन्क्रीट रो-इन्फोर्समेंट के लिए उच्च शक्ति विकसित स्टील को छह और नौ	1786		1985
7	7651682	13-9-2006	क्लिक्सन कपिंग प्रॉडक्ट्स प्रा. लि. प्लॉट संख्या सी-2, कंगल-इटकंगल काठव स्तर इंडस्ट्रीजल एरिया कोल्हापुर-416 216	लहरिकाए और आर्ध-लहरिकाए एम्बेस्मेंट सीमेंट की सीटें	459		1992
8	7651985	14-9-2006	आर बी पोसले ज्वैल्स 839, साबुदास विवास अफर्टमेंट सफ काजा, पेन रोड सांगली-416 416	स्वर्ण और स्वर्ण मिश्रण आभूषण/कृत्रिम-शिल्पकृति और चिन्हांकन	1417		1999
9	7653686	18-09-2006	चंद्रकाका सफ पंड कंपनी गोपी चौक खेड जिला पुणे-413 801	स्वर्ण और स्वर्ण मिश्रण आभूषण/कृत्रिम-शिल्पकृति और चिन्हांकन	1417		1999
10	7654688	21-9-2006	सोलाइ इन्विक टेक्निक लिमिटेड तर्वा रोड, गट संख्या 2329 कोरा रोड रोड, कावोली जिला पुणे-412 207	सोलाइ सफा प्लेट संयंत्र का एक आवककलाए	12933		2003

1	2	3	4	5	6	7	8	9
11	7654789	22-09-2006	बीजा ज्वैलर्स 887, पेट भाग गणतल काम्पलेक्स सांगली-416 416	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/कृत्रिम-शिल्पकृति और चिन्हांकन	1417			1999
12	7656288	26-09-2006	ए. एच. पोखरण ज्वैलर्स 3730, पोखरण हाउस, नवी पेठ, कन्नमदनगर 414 001	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/कृत्रिम-शिल्पकृति और चिन्हांकन	1417			1999
13	7657189	27-09-2006	सी जी ज्वैलर्स आम एन 73 चर्चमान हाउसिंग सोसायटी महावीर नगर पिथ, सांगली-415 311	स्वर्ण और स्वर्ण मिश्रधातु आभूषण/कृत्रिम-शिल्पकृति और चिन्हांकन	1417			1999

[सं. सी एम डी/13 :11]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 20th July, 2007

**S.O. 2093.**—In pursuance of Sub-regulation (5) of Regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particular which are given in the following Schedule :

**SCHEDULE**

Sl. No.	Licence No.	Grant Date	Name & Address of the Party	Title of the Standard	IS No.	Part	Section	Year
1	2	3	4	5	6	7	8	9
1	7651278	1-9-2006	Merloni Termo Sanitari (I) Ltd. 265/274-376 At Post Kharabwadi Chakan Taluka Khed District Pune	Mini domestic water heaters for use with LPG	15558			2006
2	7649089	6-9-2006	Rathod Jewellers 562, Sadasbiv Peth Near Vijay Talkies Laxmi Road, Pune-411 030	Gold and gold alloys, jewellery/artifacts Fineness and marking	1417			1999
3	7649092	6-9-2006	Shri Vardhman Jewellers 611, Shaniwar Peth Satara-415 002	Gold and gold alloys, jewellery/artifacts— Fineness and marking	1417			1999
4	7649093	6-9-2006	Mhaswadkar Saraf 538, Churwar Peth Satara-415 002	Gold and gold alloys, jewellery/artifacts— Fineness and marking	1417			1999
5	7652078	8-9-2006	Shri Karvir Nivasini Mahalaxmi Ispat Pvt. Ltd. A-6 & A-7/2, MIDC Gokul Shingon District Kolhapur-416234	High strength deformed steel bars and wires for concrete reinforcement	1786			1985
6	7653787	8-9-2006	Bharat Re-Rolling Steel Industries Plot No. 8, 9, 10/196 Industrial Estate District Sangli-416416	High strength deformed steel bars and wires for concrete reinforcement	1786			1985

1	2	3	4	5	6	7	8	9
7	7651682	13-9-2006	Vilsons Roofing Product Pvt. Ltd., Plot No. C-2, Kagal-Hatkanangale Five Star Indl. Area, Kolhapur-416216	Corrugated and semi corrugated asbestos cement sheets	499			1992
8	7651985	14-9-2006	R.B. Bhosale Jewellers, 839, Sadhudas Niwas Aptt., Saraf Katta, Main Road, Sangli-416416	Gold and gold alloys, jewellery/artifacts—Fineness and marking	1417			1999
9	7653686	18-9-2006	Chandukaka Saraf and Company Gandhi Chowk, Daund, District Pune-413801	Gold and gold alloys, jewellery/artifacts—Fineness and marking	1417			1999
10	7654688	21-9-2006	Solar Energy Technik Ltd. Urja Centre, Gate No. 2329, Ganga Retreat Road, Wagholi, District Pune-412207	Solar flat plate collector Pt. 1 Requirements	12933	1		2003
11	7654789	22-9-2006	Bhima Jewellers, 887, Pet Bhag, Ganaratra Complex, Sangli-416416	Gold and gold alloys, jewellery/artifacts—Fineness and marking	1417			1999
12	7656288	26-9-2006	A. H. Pokharna Jewellers, 3730, Pokharna House, Navi Peth, Ahmednagar-414001	Gold and gold alloys, jewellery/artifacts—Fineness and marking	1417			1999
13	7657189	27-9-2006	C. G. Jewellers R. No. 73, Vardhaman Hsg Society, Mahavir Nagar, Vita, Sangli-415311	Gold and gold alloys, jewellery/artifacts—Fineness and marking	1417			1999

[No. CMD/13:11]

A. K. TALWAR, Dy. Director General (Marks)

## कोयला मंत्रालय

नई दिल्ली, 18 जुलाई, 2007

का.आ. 2094-केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपबद्ध अनुसूची में उल्लिखित भूमियों से कोयला अभिप्राप्त किये जाने की संभावना है;

अधः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में विनिर्दिष्ट भूमि में कोयले की पूर्वोक्त करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र का प्लान सं. एन.टी.पी.सी./सी.एम./एस.ई.सी. 4(1)/लार्डफेल्लो/06/01 आर (1) दिनांक 29 मार्च, 2006 का निरीक्षण, कार्बोनास महाप्रबंधक-कोल माईनिंग, एन.टी.पी.सी., प्रथम तल, पी डी आई एल बिल्डिंग, सेक्टर-1, नोएडा, उत्तर प्रदेश-201 301 का परियोजना प्रभारी कार्बोनास, लार्डफेल्लो कोल माईनिंग प्रोजेक्ट, एन.टी.पी.सी. लिमिटेड, ए-1, सुभाष नगर, कटरा रोड, रामगढ़, छत्तीसगढ़, पिन-496601 का मुख्य महाप्रबंधक (खोज विभाग), सेन्ट्रल माइन्स प्लानिंग एण्ड डिजाईन इंस्टीट्यूट, नॉडलरना प्लेस, कांके रोड, रांची या कोयला नियंत्रक, 1, कांडील हाउस स्ट्रीट, कोलकाता अथवा कलेक्टर, जिला रायगढ़, छत्तीसगढ़ के कार्यालय में किया जा सकता है;

इस अधिसूचना के अंतर्गत आने वाली भूमि में, हितबद्ध सभी व्यक्ति, उक्त अधिनियम की धारा 13 की उप-धारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर परियोजना प्रभारी, तलईपल्ली कोल मीडिंग प्रोजेक्ट, एन.टी.पी.सी. लिमिटेड, ए-1, सुमन्य नगर, कटरा रोड, रायगढ़, छत्तीसगढ़, पिन-496601 को भेजेंगे।

### अनुसूची

#### तलईपल्ली कोल माईनिंग ब्लॉक

#### जिला रायगढ़, छत्तीसगढ़

प्लान सं. एन. टी. पी. सी./सी. एम./एस. ई. सी. 4 (1)/तलईपल्ली/06/01 आर (1)

क्र.सं.	गांव का नाम	थाना	जिला	क्षेत्र		टिप्पण
				(हेक्टेयर में)	(एकड़ में)	
1.	क्षजीसगढ़	भरघोड़ा	रायगढ़	127.23	314.2581	भाग
2.	छोटोगुड़ा	भरघोड़ा	रायगढ़	290.15	716.6705	भाग
3.	सालेपली	भरघोड़ा	रायगढ़	77.65	191.7955	भाग
4.	रायकेरा	भरघोड़ा	रायगढ़	325.69	804.4543	भाग
5.	नयारामपुर	भरघोड़ा	रायगढ़	130.37	322.0139	भाग
6.	बिछीनारा	भरघोड़ा	रायगढ़	381.63	942.6261	भाग
7.	तलईपल्ली	तनमार	रायगढ़	295.27	729.3169	पूर्ण
8.	कुदुरमहुआ	लेइलुन्गा	रायगढ़	101.23	250.0381	भाग
9.	संरक्षित वन		रायगढ़	365.67	903.2049	भाग
कुल क्षेत्र				2094.89	5174.378	
				हेक्टेयर (लगभग)	एकड़ (लगभग)	

### सीमा वर्णन

रेखा : क-ख-ग-ग1-घ-घ1-ङ-ङ1-ङ2-च

रेखा ग्राम बाहमनपल्ली (थाना लेइलुन्गा) संरक्षित वन क्षेत्र के अन्दर स्थित बिन्दु "क" से आरम्भ होकर पूर्व की ओर बढ़ती हुई वन के अन्दर बिन्दु "ख" तक पहुँचती है तत्पश्चात् यह रेखा दक्षिण की तरफ बढ़ते हुए वन क्षेत्र के अन्दर बिन्दु "ग" तक पहुँचती है। इसके पश्चात् यह रेखा पूर्व की तरफ बढ़ते हुए ग्राम बिछीनारा-थाना भरघोड़ा के उत्तरी भाग में प्रवेश करते हुए इसके पश्चिमी एवं पूर्वी सीमा को क्रमशः बिन्दु "ग-1" एवं "घ" पर काटती है। यह रेखा आगे दक्षिण की तरफ बढ़ते हुए ग्राम बिछीनारा में बिन्दु "घ-1" तक पहुँचती है तथा उक्त ग्राम की पूर्वी सीमा को काटती हुई ग्राम कुदुरमहुआ-थाना लेइलुन्गा के उत्तरी भाग से गुजरती हुई उक्त ग्राम की दक्षिणी सीमा के पास बिन्दु "ङ" पर पहुँचती है। यह रेखा आगे दक्षिण-पूर्व में ग्राम कुदुरमहुआ की उत्तरी सीमा के साथ-साथ बढ़ते हुए उक्त ग्राम की दक्षिण पूर्वी सीमा को बिन्दु "ङ-1" पर काटती है। इसके पश्चात् यह रेखा उसी दिशा में बढ़ते हुए संरक्षित वन की उत्तरी पूर्वी सीमा को बिन्दु "ङ-2" पर काटती हुई अन्ततः ग्राम बरीयाकसार के दक्षिणी भाग में संरक्षित वन के आगे बिन्दु "च" पर समाप्त होती है।

रेखा : च-च1-च2-च3-च4-छ

यह रेखा ग्राम बरियाकसार के दक्षिणी भाग में स्थित बिन्दु "च" से आरम्भ होकर नदी के किनारे-किनारे बढ़ती हुई नदी के किनारों पर स्थित बिन्दु "च1"-"च2"-"च3"-"च4" को चूरी हुई, ग्राम नयारामपुर-थाना भरघोड़ा के दक्षिणी पूर्वी किनारे पर स्थित बिन्दु "छ" पर समाप्त होती है।

रेखा : छ-ज-ज1-झ-ञ-ट

यह रेखा ग्राम नयारामपुर में स्थित बिन्दु "छ" से आरम्भ होकर बिन्दु "ज" के पश्चिम की ओर स्थित ग्राम रायकेरा-थाना भरघोड़ा में स्थित बिन्दु "ज" एवं "ज1" से गुजरती है। उसके पश्चात् यह रेखा उसी दिशा में बढ़ते हुए ग्राम सालेपली में स्थित बिन्दु "झ" तक बढ़ती है तत्पश्चात् यह रेखा उत्तर की तरफ बढ़ते हुए ग्राम सालेपली की उत्तरी सीमा के पास स्थित बिन्दु "ञ" तक बढ़ती है अन्ततः यह रेखा पूर्व की तरफ आगे बढ़ते हुए ग्राम छोटोगुड़ा की दक्षिणी सीमा के पास स्थित बिन्दु "ट" पर समाप्त होती है।

रेखा : ड-ड-क

यह रेखा, ग्राम सोटीगुड़ा की दक्षिणी सीमा पर स्थित बिन्दु "ड" से आरंभ होकर उत्तरी दिशा में ग्राम सोटीगुड़ा एवं अजीनागढ़ से गुजरती हुई संरक्षित वन में प्रवेश करती हुई संरक्षित वन क्षेत्र के अन्दर स्थित बिन्दु "ड" तक बढ़ती है। अन्ततः यह रेखा बिन्दु "ड" के उत्तर पूर्व में संरक्षित वन के अन्दर स्थित बिन्दु "क" पर समाप्त होती है।

[मिनिस्त्र सं. 43015/6/2006/पीआरआईडब्ल्यू-1]

एम. शाहकुन्दरीन, अवर सचिव

## MINISTRY OF COAL

New Delhi, the 18th July, 2007

S. O. 2894.— Whereas, it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter, referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein;

The Plan bearing No. NTPC/CM/SEC4(1)/TALAIPALLI/06/01R (1) dated the 29th March, 2006 of the area covered by this notification can be inspected in the office of the General Manager, Coal Mining, NTPC, 1st Floor, PDIL Building, Sector-1, NOIDA-201 301 or at the office of Project Head, Talaiipalli Coal Mining Project, NTPC Ltd., A-1, Subhash Nagar, Katra Road, Raigarh, Chhattisgarh-496001 or at the office of Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi or at the office of the Coal Controller, 1, Council House Street, Kolkata or at the office of the District Collector, District Raigarh, Chhattisgarh.

All persons interested in the lands covered by this Notification shall deliver all maps, Charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the Project Head, Talaiipalli Coal Mining Project, NTPC Ltd., A-1, Subhash Nagar, Katra Road, Raigarh, Chhattisgarh-496001, within ninety days from the date of publication of this notification in the Official Gazette.

## SCHEDULE

Talaipalli Coal Mining Block  
District Raigarh, Chhattisgarh

Plan No. NTPC/CM/SEC4(1)/TALAIPALLI/06/01 R (1)

Sl. No.	Name of Village	Thana	District	Area (in hectares)	Area (in Acres)	Remarks
1.	Ajigarh	Gharghoda	Raigarh	127.23	314.2581	Part
2.	Chotigurda	Gharghoda	Raigarh	280.15	716.6705	Part
3.	Salehpali	Gharghoda	Raigarh	77.65	191.7955	Part
4.	Raikera	Gharghoda	Raigarh	325.69	804.4543	Part
5.	Nayanampur	Gharghoda	Raigarh	130.37	322.0139	Part
6.	Bichinara	Gharghoda	Raigarh	381.63	942.6261	Part
7.	Talaipalli	Tamur	Raigarh	295.27	729.3169	Full
8.	Kadamashua	Leikunga	Raigarh	101.23	250.0381	Part
9.	Protected Forest		Raigarh	365.87	903.2049	Part
Total Area				2094.89 hectares (approximately)	5174.378 acres (approximately)	

## Boundary Description :

Line- A-B-C-D-E-E1-E2-F :— The line starts from point "A" inside the Protected forest area of village Bahamapali (Thana Lielunga), moves Eastward inside the forest up to point "B" then moves southward inside the forest upto point "C" then further moves eastward, enters the northern part of the village Bichinara-thana Gharghoda, cutting its western and eastern boundaries at point C1 and D respectively. It moves further southward inside the village Bichinara upto

point D1, cuts the eastern boundary of said village, passes through the northern part of the village Kadurnahua-thana Lielunga reaches near the southern boundary of the same village at point 'E'. It moves further in south-east direction along the northern part of village Kadurnahua upto point E1 cutting south-east boundary of the same village. It further moves in same direction cutting north-east boundary of protected forest at point E2 and finally ends at point 'F' in the southern part of the Mariakachhar village beyond the protected forest.

**Line F-F1-F2-F3-F4-G :** The line starts from point 'F' in the southern part of the Mariakachhar village, it then moves along the bank of the river through the points 'F1, F2, F3, F4' and finally terminates at point 'G' in the south-east corner of the village Nayarampur thana Gharghoda.

**Line G-H-H1-I-J-K :** The line starts from point 'G' in the village Nayarampur passes through villages Raikera-thana Gharghoda at point 'H' and H1 to the west direction of point G. Then it moves further in the same direction upto point 'I' in Salehpur village. It then moves towards north upto point 'J' near the northern boundary of village Salehpur, it further moves eastward and ends at point 'K' near the southern boundary of village Chotigurha.

**Line K-L-A :** The line starts from a point 'K' near the southern boundary of village Chotigurha moves northwards passing through the villages Chotigurha, Ajijgarh and enters the protected forest upto point 'L' and finally ends at point 'A' in the protected forest north-east to the point 'L'.

[F.No. 43015/6/2006/PRW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 20 जुलाई, 2007

का.आ. 2095.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाययुक्त अनुसूची में उल्लिखित भूमियों से कोयला अभिप्राप्त किये जाने की संभावना है;

अतः अब, केन्द्रीय सरकार, कोयला भासक क्षेत्र (अर्जन और विकास) अधिनियम 1957, (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में विनिर्दिष्ट भूमि में कोयले का पृथक्करण करती के अपने आशय को सूचना देती है;

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र का रेखांक सं. एन.टी.पी.सी./सी.एम./एस.ई.सी.-4(1)/चत्ती बरियातु/06/01 (आर 1) तारीख 10-10-2006 का निरोक्षण, अपर महाप्रबंधक, कोल माईनिंग, एन.टी.पी.सी. लिमिटेड, प्रधान तल, नौ डी आई एल बिल्डिंग, सेक्टर-1, नोएडा-201301; उत्तर प्रदेश या अतिरिक्त महाप्रबंधक कार्यालय, एन.टी.पी.सी. लिमिटेड/चत्ती बरियातु, कोल माईनिंग प्रोजेक्ट, अपॉजिट लक्ष्मी पेट्रोल पम्प, ओल्ड बनारस रोड, नवागंज, हजारीबाग-825301 या मुख्य महाप्रबंधक (खोब विभाग), सेन्ट्रल माइन्स प्लानिंग एण्ड डिजाइन इंस्टीट्यूट, गोंडबाना प्लेस, कांके रोड, रांची या कोयला नियंत्रक, I, कार्गिल हाउस स्ट्रीट, कोलकाता अथवा कलेक्टर, जिला हजारीबाग, झारखंड के कार्यालय में किया जा सकता है,

इस अधिसूचना के अंतर्गत आने वाली भूमि में, हितयुक्त सभी व्यक्ति, उक्त अधिनियम की धारा 13 की उप-धारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर अपर महाप्रबंधक कार्यालय, एन.टी.पी.सी. लिमिटेड/चत्ती बरियातु कोल माईनिंग प्रोजेक्ट, अपॉजिट लक्ष्मी पेट्रोल पम्प, ओल्ड बनारस रोड, नवागंज, हजारीबाग-825301 को भेजेंगे।

### अनुसूची

चत्ती बरियातु कोल माईनिंग

जिला हजारीबाग (झारखंड)

रेखांक सं. एन. टी. पी. सी./सी. एम./एस. ई. सी. 4 (1)/चत्ती बरियातु/06/01 (आर 1) तारीख 10/10/2006

क्र.सं.	ग्राम	थाना	ग्राम नं.	जिला	क्षेत्र हेक्टेयर में		टिप्पण
					(हेक्टेयर में)	(एकड़ में)	
1.	चत्ती बरियातु	कोरादारी	14	हजारीबाग	198.96	469.20	भाग
2.	बोरदाग	कोरादारी	15	हजारीबाग	194.46	480.32	भाग
3.	पगार	कोरादारी	19	हजारीबाग	261.81	646.66	भाग
कुल क्षेत्र					646.23 हेक्टेयर	1596.18 एकड़	
					(लगभग)	(लगभग)	



**सीमा वर्णन :**

रेखा क-ख : यह रेखा बिन्दु "क" से आरम्भ होकर ग्राम चोरदार (ग्राम नं.-15) के उत्तरी पूर्वी किनारे के नजदीक से होकर गुजरती हुई ग्राम चली बरियालु (ग्राम नं.-14) और ग्राम पगार (ग्राम नं.-19) के पूर्वी सीमा के पक्ष बिन्दु "ख" पर समाप्त होती है।

रेखा ख-ग : यह रेखा बिन्दु "ख" जो ग्राम पगार (ग्राम नं.-19) के पूर्वी सीमा के नजदीक है, से आरंभ होकर वस्तु ग्राम (ग्राम नं.-19) की दक्षिणी सीमा के निकट बिन्दु "ग" पर समाप्त होती है।

रेखा ग-घ : ग्राम पगार की दक्षिणी सीमा के निकट बिन्दु "ग" से आरंभ होकर वस्तु ग्राम के दक्षिणी भाग से गुजरती है और वस्तु ग्राम की पश्चिमी सीमा पर बिन्दु "घ" पर समाप्त होती है।

रेखा घ-ङ : रेखा ग्राम जोरदार (ग्राम नं.-15) की पश्चिमी सीमा पर बिन्दु "घ" से आरंभ होकर चली बरियालु (ग्राम नं.-14) के दक्षिणी भाग से होकर गुजरती है तथा वस्तु ग्राम के पश्चिमी सीमा बिन्दु "ङ" पर समाप्त होती है।

रेखा ङ-च : रेखा ग्राम जोरदार (ग्राम नं.-15) की पूर्वी सीमा पर बिन्दु "ङ" से आरंभ होकर वस्तु ग्राम के दक्षिणी भाग से होते हुए वस्तु ग्राम की पश्चिमी सीमा पर बिन्दु "च" पर समाप्त होती है।

रेखा च-क : ग्राम जोरदार (ग्राम नं.-15) की पश्चिमी सीमा के समीप बिन्दु "च" से आरंभ होते हुए उत्तर की ओर मुड़ता है तथा वस्तु ग्राम के उत्तर पूर्वी किनारे के समीप बिन्दु "क" पर समाप्त होती है।

[निसि सं. 43015/5/2006-पीजासाईडब्ल्यू-1]

एम. राहसुवदीन, जवर सचिव

New Delhi, the 20th July, 2007

S. O. 2095.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed:

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisitions and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein:

The Plan No. NTPC/CM/SEC-4 (1) CHATTI BARIATU/06/01 (R 1) dated the 10-10-2006 of the area covered by this notification can be inspected in the office of the Additional General Manager—Coal Mining, NTPC Ltd., 1st Floor, PDIL Building, Sector-1, Noida-201 301, Uttar Pradesh or at the office of Additional General Manager, Chatti Bariatu Coal Mining Project, NTPC Ltd., (Opp. Laxmi Petrol Pump), Old Benaras Road, Nawabganj, Hazaribagh-825301 or at the office of Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi or at the office of the Coal Controller, 1, Council House Street, Kolkata or at the office of the District Collector, District Hazaribagh, Jharkhand.

All persons interested in the land covered by this notification shall deliver all Maps, Charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the Additional General Manager, Chatti Bariatu Coal Mining Project, NTPC Ltd., (Opp. Laxmi Petrol Pump), Old Benaras Road, Nawabganj, Hazaribagh-825301, within ninety days from the date of the publication of this notification in the official Gazette.

**SCHEDULE**

Chatti Bariatu Coal Mining Block

District : Hazaribagh, Jharkhand

Plan No. NTPC/CM/SEC-4(1) CHATTI BARIATU/06/01 (R1) dated 10-10-2006

Sl. No.	Village	Thana	Village Number	District	Area (in hectares)	Area (in acres)	Remarks
1.	Chattibariatu	Keradari	14	Hazaribagh	189.96	469.20	Part
2.	Jordag	Keradari	15	Hazaribagh	194.46	480.32	Part
3.	Pagar	Keradari	19	Hazaribagh	261.81	645.66	Part
<b>Total</b>					<b>646.23</b> (hectares)	<b>1594.18</b> (acres)	

**Boundary Description :**

**Line A-B :** The line starts from point "A" near the North-East corner of Village Jordag (Village No. 15), passes through the Village Chatti Bariato (Village No. 14), cuts the eastern boundary of the said Village, passes through the Village Pagar (Village no. 19) and ends at the point "B" near the eastern boundary of the Village Pagar.

**Line B-C :** The line starts from point "B" near the eastern boundary of Village Pagar (Village No. 19) and ends at point "C" near the southern boundary of the said village (Village no. 19).

**Line C-D :** The line starts from point "C" near the southern boundary of the Village, Pagar passes through the Southern part of the said Village and ends at the point "D" on the Western boundary of said Village.

**Line D-E :** The line starts from V point "D" at the western boundary of Village Jordag (Village no. 15), passes through the southern part of Village Chatti Bariato (Village no. 14) and ends at point "E" on the Western boundary of the said village.

**Line E-F :** The line starts from a point "E" near the eastern boundary of Village Jordag (Village no. 15), passes through the southern part of the said village and ends at point "F" near the western boundary of the said Village.

**Line F-A :** The line starts from a point "F" near the western boundary of village Jordag (Village no. 15), moves northward through the village and ends at point "A" near the North East corner of the said village.

[File No. 43015/5/2006/PRW-I]

M. SHAHABUDEEN, Under Secy.

**आदेश**

नई दिल्ली, 23 जुलाई, 2007

क्र.आ. 2096.- कोयला भस्म क्षेत्र (अर्धन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 493 तारीख 17 फरवरी, 2007 के, जो भारत के राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii) तारीख 17 फरवरी, 2007 में प्रकाशित की गई थी, प्रकाशन पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि में, या उस पर के अधिकार (जिसे इसमें इसके पश्चात् उक्त अधिकार कहा गया है) उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विस्तरांगों से मुक्त होकर आत्यंतिक रूप में केन्द्रीय सरकार में निहित हो गए थे;

और केन्द्रीय सरकार का यह समायोजन हो गया है कि साऊथ ईस्टर्न कोलफिल्ड्स लिमिटेड, बिलासपुर (छत्तीसगढ़) जो एक सरकारी कंपनी है (जिसे इसमें इसके पश्चात् उक्त कंपनी कहा गया है), ऐसे विवरणों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुमोदन करने के लिए तैयार है;

अतः जब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा उक्त शर्तियों का प्रयोग करते हुए, यह निर्देश देती है कि इस प्रकार निहित भूमि में या उस पर के सभी अधिकार, तारीख 17 फरवरी, 2007 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की कमान, निम्नलिखित विवरणों और शर्तों के अधीन रहते हुए, उक्त कंपनी में निहित हो जाएँगे, अर्थात्:

1. उक्त कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अनुज्ञापित प्रतिकार, व्याप्त, नुकसान और वैसी ही यथों की वापत किए गए सभी संबंधों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;
2. उक्त कंपनी द्वारा प्रा. (1) के अधीन, केन्द्रीय सरकार को सर्वेच रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और अधिकरण की स्थापना के लिए नियुक्त किये गये व्यक्तियों के संबंध में उपमत सभी व्यव, उक्त कंपनी द्वारा गठन किए जाएँगे और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिये या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे जमीन मालिक की वापत उपमत, सभी व्यव थी, उक्त कंपनी द्वारा गठन किये जाएँगे;
3. उक्त कंपनी, केन्द्रीय सरकार और उसके परचारियों की, ऐसे किसी अन्य के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर निहित होने वाले उक्त अधिकारों के बारे में, केन्द्रीय सरकार या उसके परचारियों द्वारा या उनके विकट किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, प्रतिपूर्ति करेगी;
4. उक्त कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि में और उक्त भूमि में या इस प्रकार निहित भूमि में अधिकार किसी अन्य व्यक्ति को अंतरित करने की इजाजत नहीं होगी; और
5. उक्त कंपनी, ऐसे निर्देशों और शर्तों को, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हों, उक्त भूमि और भूमि में या उस पर अधिकार के निहित संबंधों के लिए किये जाएँ या अधिरोपित किये जाएँ, पालन करेगी।

[मि. सं.-43015/23/2004/बी.आर.आई.डब्ल्यू.]

एम. शाहबुद्दीन, अवर सचिव

## ORDER

New Delhi, the 23rd July, 2007

S. O. 2096- — Whereas on the publication of the notification of the Government of India in the Ministry of Coal vide number S. O. 493 dated the 7th February, 2007 published in the Gazette of India in Part-II, Section 3, sub-section (iii) dated the 17th February, 2007 issued under sub-Section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the rights in or over the lands described in the Schedule appended to the said notification (hereinafter referred to as the said rights) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act;

And whereas the Central Government is satisfied that the South Eastern Coalfields Limited, Bihapur (Chhattisgarh) a Government Company (hereinafter referred to as the company), is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-Section (1) of Section 11 of the said Act, the Central Government hereby directs that the said rights in or over the land so vested, shall, with effect from the 17th February, 2007 instead of continuing to so vest in the Central Government, vest in the said company, subject to the following terms and conditions, namely :—

1. The said company shall reimburse the Central Government all payments made in respect of compensation, interests, damages and the like, as determined under the provisions of the said Act;
2. A tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the said company under condition (1), and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the said company and similarly, all expenditure incurred in respect of all legal proceedings like appeals etc., for or in connection with the said rights in or over the said lands, so vesting shall also be borne by the said company;
3. The said company shall indemnify the Central Government and its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the said rights in or over the lands so vesting;
4. The said company shall have no power to transfer the lands and said rights in or over the land so vested to any other person without the previous approval of the Central Government; and
5. The said company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands and rights in or over the land as and when necessary.

[File No. 43015/23/2004/PRJW]

M. SHAHABUDDIN, Under Secy.

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 13 जुलाई, 2007

सर.आ. 2097.—कोन्दीप सरकार, राजपत्र (सं के सासकीय प्रबन्धनों के लिए प्रयोग) विभाग, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में पेट्रोलियम और प्राकृतिक गैस मंत्रालय के प्रशासनिक निर्वहणधीन सार्वजनिक क्षेत्र के उपक्रमों के नियमितकृत कार्यालयों को, जिनके 80 या अधिक प्रतिशत कर्मचारीबुन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

## हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड

1. हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड  
मुख्यालय प्रमुख निम्नी क्षेत्रीय कार्यालय,  
मास्कोक भारतीय कॉम्प्लेक्स, 5वीं मंजिल, साहीर नगर, मुम्बई-751007
2. हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड  
रांची रोड डिप्टे पोस्ट मस्तर, सुपबुद्धी बौद्ध,  
बिला डचारीकन-829117 (झारखण्ड)
3. हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड  
रायनगर रिटेल क्षेत्रीय कार्यालय  
(स्टार टॉकीज के सामने) नई बिल्डिंग, स्टेशन रोड,  
रायनगर, बमनोदपुर-831001

4. हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड  
माहुल टर्मिनल, मुंबई-400074
5. हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड  
नवी मुंबई क्षेत्रीय कार्यालय, वसर एलपीजी सर्वेक्ष  
ए-2, वसर इंडस्ट्रीयल एरिया,  
कलीबाग दोहा रोड, अलीबाग-402203

#### इंजीनियर्स इंडिया लिमिटेड

6. इंजीनियर्स इंडिया लिमिटेड  
दौलती टावर, प्रथम तल  
27/28, डॉ. राधाकृष्ण सालाई  
मैयलापुर, चेन्नई-600004 (तमिलनाडु)

[सं. 11011/1/2007(हिन्दी)]

जानकी आहुजा, डप निदेशक (रा.पा.)

#### MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 13th July, 2007

S. O. 2897. —In pursuance of Sub Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Public Sector Undertakings under the administrative control of the Ministry of Petroleum and Natural Gas, in which the 80 or more per cent staff have acquired working knowledge of Hindi :—

#### Hindustan Petroleum Corporation Limited

1. Hindustan Petroleum Corporation Limited  
Bhubaneswar Direct Sales Regional Office  
Alok Bharti Complex,  
5th Floor, Shahid Nagar  
Bhubaneswar-751007
2. Hindustan Petroleum Corporation Limited  
Ranchi Road Depot  
Post Office Manar, Ramgarh Cmt.  
Dist. Hazaribagh-829117 (Jharkhand)
3. Hindustan Petroleum Corporation Limited  
Tatanagar Retail Regional Office  
(Opp. Star Talkies)  
Barma Mines, Station Road,  
Tatanagar, Jamshe dpur-831001
4. Hindustan Petroleum Corporation Limited  
Mahul Terminal,  
Mumbai-400074
5. Hindustan Petroleum Corporation Limited  
Navi Mumbai Regional Office  
Usar LPG Plant  
A-2, Usar Industrial Area  
Alibagh Doha Road, Alibagh-402203

#### Engineers India Limited

6. Engineers India Limited  
Daulani Tower, 1st Floor  
27/28, Dr. Radhakrishnan Salai  
Meyyala pur, Chennai-600004 (Tamilnadu)

[No. 11011/1/2007(Hindi)]

JANKIARUJA, Dy. Director (O.L.)

अजय कुमार गौर

नई दिल्ली, 29 जून, 2007

का.अ. 2098.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरदर्शन के प्रबंधन के संबंध में निम्नलिखित विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अजय कुमार गौर व. II, नई दिल्ली के फैसले (संदर्भ संख्या 21/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-6-2007 को प्राप्त हुआ था।

[सं. एल-42012/107/2002-आई आर(सी-II)]

अजय कुमार गौर, डेस्क अधिकारी

## MINISTRY OF LABOUR

New Delhi, the 29th June, 2007

S.O. 2098.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21 of 2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Doordarshan and their workman, which was received by the Central Government on 29-6-2007.

[No. L-42012/107/2002-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

## ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT-II, NEW DELHI

Presiding Officer : R. N. Rai

LD. No.21/2005

## PRESENT :

Shri D. V. Nanda

...1st Party

Shri U. M. Kalra

...2nd Party

## In the matter of :—

Shri Lal Chand Bangwal,

C/o. The President,

Carpenters and Painters Employees Association,

Akashvani and Doordarshan Kendra,

Akashvani Bhawan, Parliament Street,

New Delhi - 110001

## Versus

The Director General,

Doordarshan,

Prasar Bharti (Broadcasting Corporation of India),

Mandi House,

New Delhi.

## AWARD

The Ministry of Labour by its letter No. L-42012/107/2002-IR (C-II) Central Government dt. 21-2-2005 has referred the following point for adjudication.

The point runs as hereunder :—

"Whether the action of the management of Prasar Bharti, Broadcasting Corporation of India (Doordarshan) is justified by not giving promotional avenues and rationalization benefits to the Carpenters and Painters, which was given to other categories of workmen? If not, to what relief workmen are entitled."

The Union on behalf of the workmen has filed claim statement. In the claim statement it has been stated that the Carpenters and painters Employees Association, Akashvani and Doordarshan Kendra is a registered body of carpenters and painters employed in various Kendras of Doordarshan and is competent to raise Industrial Dispute about service and working conditions of these categories. The Executive Committee of the Association has resolved to espouse the cases of the concerned workmen involving gross discrimination in the matter of granting them proper fee scales, rationalization of their fee scales and giving them promotional avenues etc. and also to represent their cases before this Hon'ble Tribunal.

That the television had its inception in India in September, 1959 as a part and parcel of All India Radio, having the same designations/categories of posts, same fee ranges (prior to 1-10-1964) same fee scales (introduced for the first time w.e.f. 1-10-1964) as well as same service and working conditions for the staff Artists of both Television and All Indian Radio employed on contract basis. TV had special requirements of its own and required special skills/expertise which were scarce to come by in the early days of television's inception in India.

That the applicants are skilled/highly skilled workmen and belong to the erstwhile cadre of Staff Artists as it was at the time of inception of TV in India in 1959. They were initially employed against the same categories of posts and in the same fee ranges/fee scales as then prevailed in All India Radio. In other words, distinct categories of posts and their fee ranges/fee scales or distinct promotional avenues for those in the specialized categories of staff artist posts on TV side of All India Radio had not been provided then.

That the Director General, All India Radio was then the Administrative Head of the Department of All India Radio which then included TV also. No recruitment rules were framed for the staff artists then. The assignments given to them by their superiors were verbal, changing from time to time to meet the requirements of TV Programmes and sometimes over-lapping. It was in such circumstances that the applicants were recruited and performed skilled/highly skilled and specialized nature of jobs as were assigned to them to meet the immediate requirements of new and growing audiovisual media in India i.e. Television.

That the Carpenters and Painters employed in Television Centres of All India Radio all over the Country

have been having a long standing grievance against the management over the grant of appropriate fee scales as prescribed in 1964 and revised *vide* subsequent Governments orders as well as creation of promotional avenues vis-a-vis other staff artists, who in 1964 were holding the same fee-scales as the applicants. The applicants are also aggrieved on account of non-removal of disparity/anomaly in the matter of pay and pay scales which resulted in the internal differentials persisting over the years since the introduction of incremental fee scales w.e.f. 1-1-1964 for all the staff artists categories in All India Radio, which then included Television also. This initial disparity/anomaly in the case of the applicants is the root cause of their long standing grievances for not prescribing appropriate fee scales for them under various government orders as well as for not creating the promotional avenues vis-a-vis other staff artists appointed initially in the same fee scales as the applicants.

That in view of the aforesaid brief background, the association humbly requests this Hon'ble Tribunal to intervene and determine the present Industrial Dispute between the workers and the management to secure for the claimants/workmen belated justice under the rules and law.

That Carpenters and Painters joined Television Centre in the cadre of Staff Artists in the early days its inception 1959, which was then part and parcel of All India Radio, to carry out the work connected with sets construction, sets erection, sets painting and decoration etc. as per the scenic design given to them to meet the requirements of various dramas, dances and other programmes to be recorded and telecast by TV Centre, All India Radio.

That apart from the aforesaid duties, the applicants were also required to prepare wood carvings, paintings wall hangings etc. as well as carry out other highly skilled and specialized nature of jobs connected with historical plays/programmes and outside broadcasts/live transmissions from different parts of the city.

That there being no distinct posts with distinct pay scales or staff structure different distinct from the one existing for AIR Staff Artists, Television Staff Artists including the applicants were appointed and granted the same fee scales as applicable in the case of equivalent posts in All India Radio. Also, there being no staff artists posts for such skilled and specialized nature of jobs in AIR Staff Structure, Television Staff Artists were appointed in the same fee scales/fee ranges as prescribed for production staff in AIR viz. Production Assistants, Producers etc. as prevailing in AIR then.

That prior to 1964, the Staff Artists including the applicants were paid consolidated fees in the prescribed fee ranges, which were replaced with regular incremental fee scales as prescribed for all staff artists of All India Radio w.e.f. 1-10-1964 by the Ministry of Information and

Broadcasting, the administrative Ministry for the said media units.

That during the development of TV in India, the posts of Set Supervisors (Production Assistants-Sets) were created in the Scenic Section of TV Centres, AIR. The Floor Assistants were given the promotional avenues for the said posts of set supervisors. This was done arbitrarily ignoring the claim of carpenters and painters who were having practical experience of the job relating to sets construction/erection etc. and were also having technical qualification/expertise being skilled/highly skilled as Carpenters/Painters. On the other hand, the Floor Assistants had no such technical qualification and expertise for the above said jobs, besides the fact that they helped/assisted the carpenters and painters in their jobs viz. sets erection, sets decoration etc. This was a clear case of discrimination under the law whereby the senior and better qualified/experienced skilled employees/functionaries were made junior and subordinate to their own juniors earlier providing them help/assistance in their above said jobs relating to sets erection.

That due to such discriminatory treatment to the claimants/applicants in the matter of initial fixation of appropriate fee scales and creation of promotional avenues etc. they suffered both horizontal and vertical inter-se relatives vis-a-vis others in the cadre of Staff Artists as well as suffered loss of career prospects, advancement in career, social status and consequential internal differentials, as well as suffered many other such disabilities for no fault of theirs and due to discriminatory treatment meted out to them.

That the management set up a committee in the year 1966 "to go into the question of revision of fee scales for Staff Artists engaged on TV side of AIR and to make suitable recommendations in this regard. The committee examined various aspects of the problem including arduous nature of work in TV as mentioned in the committee's report. The committee considered emoluments of comparable or analogous categories of personnel on sound broadcasting side of AIR and Films Division etc. Thereupon the scales of a few comparable categories viz. producers, cameraman etc. were revised upward with creation of promotional avenues for them. The claim of the carpenters and painters was completely overlooked and ignored arbitrarily which further increased the internal relatives, inter-se relatives and internal differentials in pay scales of staff artists in TV. The committee did not even recommend correction of their existing fee scale of Rs. 133-195 to bring it at par with the then existing fee scale in AIR viz. Rs. 133-340.

That w.e.f. 1-4-1971 the fee scales of staff artists of AIR were rationalized. The rationalization was undertaken to replace the existing non-recognized fee scales of staff artists with the recognized/standard fee scales of regular Government servants employed in AIR which included TV also. In the process of rationalization, the scales of AIR

Staff Artists were revised upward. A copy of Ministry of I & B order dated 7th February, 1972 is annexed herewith and marked as Annexure W-II.

That perusal of Annexure W-II would reveal that even though TV was part and parcel of AIR and Director General, AIR was the Administrative Head, yet the scales of Staff Artists of TV including those of the Carpenters and Painters were not rationalized w.e.f. 1-4-1971 which was an act amounting to out and out discrimination for the staff artists of TV, including the claimants. The net result of this discrimination was that the scales of the applicants became lower than even those staff artists of AIR who were initially prescribed in 1964 the same scale as the applicants and thus further widened the inter-se relatives and internal differentials. Clearly then the action of the management was unfair, arbitrary and discriminatory and violative of the well recognized principles of equality enshrined in Articles 14 and 16 of the Constitution of India.

That w.e.f. 1-1-1973 the fee scales of staff artists of AIR/Doordarshan were further revised on the analogy of 3rd Pay Commission. Since the scales of the applicants were not rationalized w.e.f. 1-4-1971, they received a lower revised scale w.e.f. 1-1-1973 vis-a-vis the staff artists of AIR who were initially prescribed in 1964 the same fee scales as the applicants in this regard a comparative statements is annexed herewith and marked as Annexure W-III, which would bring out the anomaly vividly.

That the management admitted the existence of anomaly in the matter of revision of fee scales and accordingly a committee headed by Dr. Ishwar Dass was constituted in July, 1977. In its report the committee concluded that :

"While the scales of the staff artists in AIR were rationalized w.e.f. 1-4-1971, the staff artists of Doordarshan were left out from the scope of this rationalization. (page 3 of the report)."

That despite clear admission of anomaly arising out of arbitrary and discriminatory action of the management, the committee did not apply the criteria for rationalization as per orders of the Ministry of I and B dated 7th February, 1972 (Annexure W-II) and as such did not take any corrective action to remove the anomaly in the revision of fee scales of the applicants and thus the matter relating to pay parity under the rules and law has remained in limbo since then.

That subsequently during the development of TV the management constituted some more committees to streamline the service conditions of staff artists of TV including providing them promotional avenues after declaring them Government servants and thereafter merging their posts with the posts of regular Government servants in AIR/Doordarshan. The categories of carpenters and painters were once again totally ignored and left out

and thus they suffered acute stagnation and discrimination at the hands of the management.

That for certain categories in TV, Selection Grades were prescribed on the analogy of the scales prescribed for regular Government servants. But since the scales of the applicants were not brought at par with the scales of regular Government servants w.e.f. 1-4-1971, the Selection Grades prescribed for the category of applicants were lower than others and hence not appropriate which further created internal differential in the matter of pay parity to them under the Government orders and law.

The management has filed written statement. In the written statement it has been stated that the Government of India have carefully considered the problem of such cadres of All Ministries/Departments and a scheme called Assured Career Progression Scheme has been devised and implemented under which two financial upgradation are granted in the higher scales to those employees who have not received any promotion even after putting 12 years and 24 years of service. The Carpenters and Painters are eligible for ACP and have been granted 1st and 2nd financial upgradation w.e.f. 9-8-1999.

The Hon'ble Supreme Court in the landmark judgment in the case of Union of India Vs. Hariharan has given an order on the subject of pay scales which are as under :—

"Before parting with this appeal, we feel imperiled to make a few observations. Over past few weeks, we have come across several matters decided by the Administrative Tribunals on the question of pay scales. We have noticed that quite often the Tribunals are interfering with pay scales without proper reasons and without being conscious of the fact that fixation of pay is not their function. It is the function of the Government which normally acts on the recommendations of the pay commission. Change of pay scales of a category has cascading effect on several other categories similarly situated as well as those situated above and below; put forwarded their claims on the basis of such change. The Tribunals should realize that interfering with the prescribed pay scales is a serious matter. "The pay commission which goes into the problems at great depth and happens to have a full picture before it is the proper authority to decide upon this issue". Very often, the doctrine of "equal pay for equal work" is also being misunderstood and misapplied, freely revising and enhancing the pay scale across the board. We hope and trust that the Tribunal will exercise due restraint in the matter."

That they have raised the issue dating back to 1964 and 1971 when Doordarshan was not covered under the Industrial Disputes Act. They cannot raise the issues pertaining to the period when Doordarshan was not covered under the Industrial Disputes Act.

That they have not disclosed whether these issues were earlier raised or not and in which forums. In the absence of such disclosures it is presumed that they might have raised these issues in different forums and the same must have been rejected on merits.

It is submitted that the issue raised by the Association is time barred and cannot be allowed to be raised after the gap of 40 years. Moreover four pay commissions were constituted by the Government of India. The Association should have taken up the matter with the duly constituted body. As far as respondents are concerned no disparity in the pay scales and internal differentials persisting over the years w.e.f. 1-10-1964 as far as promotional avenues are concerned.

The educational and other qualifications required for the posts of Carpenters are as under :—

"Should have passed Middle School/8th Class Standard and a certificate or diploma in carpentry from a recognized Institute or not less than 3 years experience in Woodcraft in a firm or Government Institute.

The educational and other qualifications required for the posts of Painter are the following :—

Ability to read and write in any language and a minimum of 3 years experience of painting sets in stages, Film of Television. It may be mentioned in this regard that in Government of India a person having these qualifications are normally categorized as Group "D" Employees and given the pay scale of Rs. 2550-35-2660-60-3200. However Doordarshan is providing them the pay scale of Rs. 4000-100-6000 which is applicable to Group "C" posts. They have also been granted first/second financial upgradations under the ACP in the higher scale of Rs. 4500-125-7000 (first upgradation) and Rs. 5000-150-8000 (second upgradation). They were employed to do the work of carpentry and painting.

That the Floor Assistants have higher qualifications than the Carpenters and Painters. The educational and other qualifications for the posts of Floor Assistant are the following :—

"Matriculation or its equivalent and three years' experience in handling erection of sets in stage, Film of Television and Good Physique and capacity for undertaking strenuous physical work."

The Floor Assistants have a varied sphere of duties ranging from working on the floor in the studio, set erection and dismantling and working in shift for recording/telecast. It would therefore be wrong to compare the Floor Assistants to the Carpenters and Painters. As stated in Para (5) the Floor Assistants are better qualified than the Carpenters and Painters have a varied sphere of duties. The duties and responsibilities being performed by Floor Assistants are higher than Carpenters and Painters. The Carpenters

and painters have knowledge confined to their respective fields. The incumbents or posts of Carpenter/Painter who are less qualified cannot be expected to perform the duties of higher posts like Production Assistants, Floor Manager, PEX, TREX etc. Therefore, it was found just and appropriate to give promotional avenues to the Floor Assistants and not to the Carpenters and Painters. It is denied that the Floor Assistants were junior to the Carpenters and Painters. Both the Floor Assistants and the Carpenters and Painters have always had the same fee scale and even now they have the same pay scale even though the educational qualifications possessed by the Floor Assistants are higher.

That as already stated in the above paras hence there is no discrimination in the fee scale of Carpenter/Painter are concerned. However, it is not denied that there is no promotional avenues for them. In this connection it is stated that the cadre of Carpenter is an isolated one having no promotional avenues. Government of India have carefully considered the problems of such cadres of all Ministries/Departments and a scheme called Assured Career Progression Scheme has been devised and implemented under which two financial upgradations are granted in the higher scales to those employees who have not received any promotion even after putting 12 years and 24 years of service. The Carpenters and Painters are eligible for ACP and have been granted 1st and 2nd financial upgradation w.e.f. 9-8-1999.

That the committee gave its recommendation after due consideration and the management has no comments to offer in the matter dating back to 1964. In the absence of such disclosures it is presumed that they might have raised these issues in different forums and the same must have been rejected on merits. Moreover Fourth Pay Commission was constituted for the purpose by the Government of India in between and the Association should have taken up their grievances with the Commission.

The workmen applicants have filed rejoinder. In the rejoinder they have reiterated the averments of this claim statement and have denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workmen that the Carpenters and Painters were initially employed against the same categories of posts and in the same fee ranges/fee scales as then prevailed in All India Radio. In other words, distinct promotional avenues for those in the specialized categories of staff artist posts on TV of All India Radio had not been provided them.

It was further submitted that no recruitment rules were framed for the staff artists then. The assignments given to them by their superiors were verbal, changing



from time to time to meet the requirements of TV Programmes and sometimes over-lapping. It was in such circumstances that the applicants were recruited and performed skilled/highly skilled and specialized nature of jobs as were assigned to them to meet the immediate requirements of new and growing audio-visual media in India i.e. Television.

It was submitted that this initial disparity/anomaly in the case of the applicants is the root cause of their long standing grievances for not prescribing appropriate fee scales for them under various Government orders as well as for not creating the promotional avenues vis-a-vis other staff artists appointed initially in the same fee scales as the applicants.

It was submitted that during the development of TV in India, the posts of Set Supervisors (Production Assistants- Sets) were created in the Scenic Section of TV Centres, AIR. The Floor Assistants were given the promotional avenues for the said posts of set supervisors. This was done arbitrarily ignoring the claim of carpenters and painters who were having practical experience of the job relating to sets construction/erection etc. and were also having technical qualification/expertise being skilled/highly skilled as Carpenters/Painters. On the other hand, the Floor Assistants had no such technical qualification and expertise for the above said jobs, besides the fact that they helped/assisted the carpenters and painters in their jobs viz. sets erection, sets decoration etc.

It was further submitted that the management/respondents have made discrimination. The junior to better qualified/experienced skilled employees and functionaries were made junior in subordinate to their own juniors earlier providing them help/assistance in their above said jobs relating to sets erection.

It was further submitted that a committee was constituted and thereafter the scales of a few comparable categories viz. Producers, Cameraman etc. were revised upward with creation of promotional avenues for them and the claim of Carpenters and Painters was overlooked and ignored arbitrarily.

It was further submitted that rationalization was undertaken to replace the existing non-recognized fee scales of staff artists with the recognized/standard fee scales of regular Government servants employed in AIR which included TV also. In the process of rationalization, the scales of AIR staff artists were revised upward but there is no revision of the scales of carpenters and painters w.e.f. 1-4-1971. The fee scales of staff artists of AIR/Doordarshan was further revised on the analogy of 3rd Pay Commission but the Carpenters and Painters received the lower revised scales w.e.f. 1-1-1973 vis-a-vis the staff artists of AIR whereas the initially prescribed fee scales in 1964 there is anomaly. The scales of the staff artists in AIR were rationalized w.e.f. 1-4-1971 but the staff artists of Doordarshan were left out.

It was submitted from the side of the management that the workmen have raised the issue dating back to 1964 and 1971 when Doordarshan was not covered under the Industrial Disputes Act. They cannot raise the issues pertaining to the period when Doordarshan was not covered under the Industrial Disputes Act.

It was further submitted that they have not disclosed whether these issues were earlier raised or not and in which forum. In the absence of such disclosures it is presumed that they might have raised these issues in different forums and the same must have been rejected on merits.

It was further submitted that the issue raised by the Association is time barred and cannot be allowed to be raised after the gap of 40 years. Moreover four pay commissions were constituted by the Government of India.

It was further submitted that there is difference in educational qualification of Carpenters and Painters. The minimum qualification for the Carpenters and Painters is 8th class pass whereas for Floor Assistants it is Matriculate.

Age and qualification are not to be considered after engagement. Educational qualification is always considered at the time of engagement. The minimum qualification for Carpenters and Painters was 8th class pass and three years professional experience whereas for Floor Assistants it was raised to Matriculate or its equivalent. The qualification regarding experience remained the same, so no distinction can be made on the basis of educational qualification of 8th class pass and matriculate. The Carpenters and Painters were found suitable for engagement after 8th class pass at the relevant time. Raising of the qualification thereafter cannot mean that the Carpenters and Painters are not properly qualified. The plea of educational qualification cannot be treated at this stage.

It was further submitted by the management that indeed there is no promotional avenues for the Carpenters and Painters whereas Floor Assistance have promotional avenues.

It is settled law that creation of posts is the prerogative of the Government. The Courts cannot abolish and create posts. It is the duty of the Government to make policy decision regarding promotional avenues. The policy also cannot be interfered with.

My attention was drawn to the case of Union of India Vs. Haryana of the Hon'ble Supreme Court. However, citation is not made available.

"Before parting with this appeal, we feel imperiled to make a few observations. Over past few weeks, we have come across several matters decided by the Administrative Tribunals on the question of pay scale. We have noticed had quite often the Tribunals are interfering with pay scales without proper reasons and without being conscious of the fact that fixation of pay is not their function. It is the

fair action of the Government which normally acts on the recommendations of the pay commission."

It is of course true that the pay scales are decided by the Government and there can be no interference but there are cases where there is disparity in pay scales. The persons discharging same duties are entitled to get equal pay in view of the equality clause of the constitution and wherever there is anomaly the Court can interfere. The Government should be fair in action. Wherever there is unfairness the Courts are duty bound to indicate the disparity and to give direction accordingly.

The matter of Carpenters and Painter has not been taken by the Pay Commission. Perhaps the Carpenters and Painters do not come under any category of Government employees. However, on the basis of 3rd Pay Commission the Carpenters and Painters have been granted 1st and 2nd financial upgradation w.e.f. 09-08-1999.

It becomes further vivid from the memo dated 5-3-1977 that the Floor Assistants were given the pay scale of Rs. 330-8-370-10-400 EB-10-480. Similar is the gradation of Carpenters, Painters and Tailors, so in 1977 Floor Assistants and Carpenters and Painters were placed in the same revised pay scales in which the Floor Assistants were placed. It implies that the duties assigned to the Floor Assistants, Carpenters and Painters was the same and same pay scale was applicable to them. It appears that there are no promotional avenues for Carpenters and Painters. The Floor Assistant have been given promotions and pay revision after promotion. Such facilities have not been provided to the Carpenters and Painters but the matter should have been raised earlier. It is no doubt, the prerogative of the Government to create promotional avenues and courts cannot create promotional avenues but there should not be any discrepancies or discrimination regarding emoluments.

There is no substance in the argument that the Floor Assistants discharge more onerous duties than the Carpenters and Painters. The management has to assign job. There is no assertion that the Carpenters and Painters refused to discharge the duties assigned by the management.

It has been held in AIR 1986 SC 76 Sc-Equal Pay for Equal Work-Constitution of India, Articles 14 and 39(d)-Equal Pay for Equal work-Daily rated employees performing the same duties if entitled to be paid the same salary and allowances as are paid to regular and permanent employees?

—Principles of "equal pay for equal work" if not an abstract or vital and vigorous doctrine?—Directions to Public Sector Undertakings to comply with the principle.

**Held:** Article 14 of the Constitution of India declares that there should be equality before law and equal protection of the law and implicit in it is the further principle that there must be equal pay for work of equal value. It makes no difference whether they are appointed in sanctioned posts

or not. So long as they are performing the same duties, they must receive the same salary and conditions of service.

The Central Government like all organs of the State is committed to the Directive Principles of State policy and Article 36 enshrines the principles of "equal pay for equal work". In *Randhir Singh Vs. Union of India* (1982) 3 SCR 298 the Supreme Court has occasion to explain the observations in *Kishori Mohandal Bakshi Vs. Union of India* (AIR 1962 SC 1139) and to point out how the principles of equal pay for equal work is not an abstract doctrine and how it is vital and vigorous doctrine throughout accepted the world particularly by socialist countries.

It has been held of SC FLR 1982 (44) 299 (3). *Chinnappa Reddy, A.P. Sen and Bharwal Islam, JJ.* Constitution of India-Arts. 14, 16 & 39(d) Conditions of service-Scale of Pay-principle of "equal pay for equal work"—Applicability of—Whether constitutional goal—Persons doing the same work as was done by other persons belonging to different departments—Not to be put on different scales of pay—Drivers working in Police Force held to be entitled to same scale of pay as drivers in other departments same employer.

It is true that the principle of "equal pay for equal work" is not expressly declared by our Constitution to be a fundamental right. But it certainly is a constitutional goal. Article 39 (d) of the Constitution proclaims "equal pay for equal work" for both equal work for both men and women" as a Directive Principle of State Policy. "Equal pay for equal work" for both men and women means equal pay for equal work for everyone and as between the sexes. Directive Principles, have to be read into the fundamental rights as a matter of interpretation. Article 14 of the Constitution enjoins the State not to deny any person equality before the law or the equal protection of the laws and Article 16 declares that there shall be equality of opportunity for all citizens in matters relating to employment or appointment to any office under the State. Construing Articles 14 & 16 in the light of the Preamble and Article 39 (d), we are of the view that the principle of "equal pay for equal work" is deducible from those articles and may be properly applied to cases of unequal scales of pay based on no classification or irrational classification though those drawing the different scales of pay do identical work under the same employer.

It has been held in AIR 1986 SC 584 - *Surinder Singh and another Petitioners Vs. The Engineer in Chief CPWD and others Respondents*—Constitution of India, Art. 39 - "Equal Pay for Equal Work" - Doctrine of, is required to be applied to persons employed on a daily wage basis they are entitled to same wages as are paid to similarly employed employees.

The persons employed on a daily wage basis in the Central Public Works Department are entitled not only to

daily wages but are entitled to the same wages as other permanent employees in the department employed to do the identical work. In this connection, it cannot be said that the doctrine of "equal pay for equal work" is a mere abstract doctrine and that it is not capable of being enforced in a court of law. The Central Government, the State Governments and likewise, all Public Sector Undertakings are expected to function like model and enlightened employers and arguments that the principle of equal pay for equal work is an abstract doctrine which cannot be enforced in a court of law should ill come from the mouths of the State and State Undertakings.

It has been held in ATR 1986 SC 76—Equal Pay for Equal Work—Constitution of India, Art. 14 & 39 (d)—Equal Pay for Equal Work. Daily rated employees performing the same duties if entitled to be paid the same salary and allowances as are paid to regular and permanent employees? — Principle of "equal pay for equal work" if not an abstract or vital and vigorous doctrine? — Directions to Public Sector Undertaking to comply with the principle.

However, in the instant case disparity in making payment to similarly placed employees is involved. The Carpenters, Painters and Floor Assistants were placed in the same pay scale as is evident from the documents cited by the management. They drew similar pay scales in 1977 as mentioned above. There was no disparity in the pay scale of Carpenters, Painters and Floor Assistants in 1977. It appears that promotional avenues were given to the Floor Assistants and accordingly they got revised pay scales. No such promotional avenues have been made available to the Carpenters and Painters. They have been placed in a separate category whereas they possessed requisite qualification at the time of their engagement. They were engaged prior to the Floor Assistants.

The cause of the workmen regarding entitlement of the benefits from 1964/1971 is time barred in view of long delay. The matters regarding disparity in pay scales from 1971 onwards cannot be considered as it has become a stale matter.

As has been held in Surinder Singh's case that equal pay should be given for equal work, the Carpenters and Painters have been working prior to the engagement of the Floor Assistants. They possessed requisite qualification at the time of their initial engagement. They cannot be deprived of the principle of equal pay for equal work in as much as the Floor Assistants are 10th pass. If once the pay scale was equalized in 1977 there should not be any discrimination subsequently. The principle of equal pay for equal work is recognized by our Constitution. There should not be any deviation from this rule. The Carpenters and Painters are also entitled to get equal pay for equal work atleast from the date of raising the dispute and the management should give anxious consideration to this effect. The case of the workmen should be considered atleast from the date of raising of the dispute.

This dispute has been raised after a delay of 35 - 40 years. Delay defeats equity. No premium can be paid for delay.

It was submitted from the side of the management that there is no explanation of delay. Not to speak of plausible or satisfactory explanation. There is no explanation at all what prevented the workmen to approach this forum after a long period of 35-40 years. It is settled law that stale claim made after an inordinate and unexplained period could not be entertained.

My attention was drawn to 2005 (5) SCC page 91 paras 12 and 13. The Hon'ble Apex Court has held that long delay impedes the maintenance of the records. Belated claim should not be considered.

It has been held in (2001) 6 SCC 222 as under:

"Law does not prescribe any time limit for the appropriate government to exercise its powers under Section 10 of the Act. It is not that this power can be exercised at any point of time and to revive matters which had since been settled. Power is to be exercised reasonably and in a rational manner. There appears to us to be no rational basis on which the Central Government has exercised powers in this case after a lapse of about seven years of the order dismissing the respondent from service."

In the instant case reference has been made after a delay of long 40 years. Limitation Act is not applicable in ID cases but stale cases should not be considered. Delay in the instant case is inordinate.

In the facts and circumstances the management should consider the factum of financial disparity in regard to the payment to the Carpenters and Painters atleast from the date of raising of the dispute. The Carpenters & Painters should be placed in the pay scale of Floor Assistants. The Carpenters and Painters are not entitled to get any arrears in view of the fact that the dispute has been raised after a long delay. However, the reference is not barred by time, so far as consideration of equal pay for equal work is concerned from the date of raising of the dispute.

The reference is replied thus :—

The action of the management of Prasar Bharti, Broadcasting Corporation of India (Doordarshan) is not completely justified by not giving promotional avenues and rationalization benefits to the Carpenters and Painters, which was given in other categories of workmen. The Carpenters and Painters are entitled to the same pay scale which is applicable to the Floor Assistants from 21.02.2005 and they are entitled to get arrears also. Their claim for revision from initial date of employment is not maintainable in view of their in-ordinate delay. The management should consider the case of the Carpenters and Painters and should try to place them on the pay scale of the Floor Assistants based on seniority w.e.f. 21.02.2005 within two months from the date of the publication of the award.

The Award is given accordingly.

26.6.2007

R. N. RAI, Presiding Officer

नई दिल्ली, 29 जून, 2007

का.अ. 2099.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण से, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के संबंध निबंधकों और उनके कर्मचारों के बीच, अनुबंध में विद्यमान औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अभिकरण, असनसोल के पंचाट (संदर्भ संख्या 3/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-6-2007 को प्राप्त हुआ था।

[सं. एल-22012/45/2003-आईआर(सी-1)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 29th June, 2007

S.O. 2099. In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3 of 2004) of the Central Government Industrial Tribunal cum-Labour Court, Asansol as shown in the Annexure to the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 29-06-2007.

[No. L-22012/45/2003-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present : Sh. Md. Sarfaraz Khan,  
Presiding Officer.

Reference No. 03 of 2004.

PARTIES : The Agent, Chora Colliery, Kenda Area of  
E.C.L., Balula, Burdwan

Vs.

The General Secretary, Koyala Mazdoor  
Sabha, Congress, Asansol, Burdwan.

#### REPRESENTATIVES:

For the management : Sri P. K. Das, Advocate.

For the union (Workman) : Sri Rakesh Kumar, General  
Secretary, Koyala Mazdoor  
Congress, Asansol.

Industry : Coal State : Westbengal

Dated the 22-05-2007

#### AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India

through the Ministry of Labour vide its letter No. L-22012/45/2003-IR(CM-II) dated 31-12-2003 has been pleased to refer the following dispute for adjudication by this Tribunal.

#### SCHEDULE

"Whether the action of the management of Chora Colliery under Kenda Area of M/s. Eastern Coalfields Limited in dismissing Sri Piru Bouri, Dresser from service is legal and justified? If not to what relief the said workman is entitled?"

After having received the Order No. L-22012/45/2003 IR(CM-II) dated 30-12-2003 of the said reference from the Govt. of India, Ministry of Labour, New Delhi, for adjudication of a reference case No. 03 of 2004 was registered on 13-01-2004 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and file their written statements along with the relevant documents and a list of witnesses in support of their case. In compliance of the said order notices by the registered post were issued to the parties concerned. Sri P.K. Das, Advocate and Sri Rakesh Kumar, General Secretary of the union appeared in the Court to represent the Management and the union respectively.

2. In brief compass the case of the union as set forth in its written statement is that Shri Piru Bouri, Under Ground Dresser was a permanent employee of the Chora Colliery under Kenda Area of M/s. Eastern Coalfields Limited. The main case of the union is that the management issued the charge sheet dated 6-12-97 to the delinquent employee for his absence from duties. In this respect the explanation to the charge sheet issued to him were given stating therein that he was sick and his treatment was done by Dr. B.N. Pal. The treatment papers were also submitted to the management.

3. It is also the case of the union that during the enquiry proceeding he had actively participated and had stated the fact about his sickness and the Medical certificate along with the treatment papers were submitted to the Enquiry Officer for consideration. The period of absence is claimed to be w.e.f. 28-10-97 to 6-12-97 i.e. only one month and eight days and that was due to his sickness. So the management should not have taken this harsh decision of dismissal. The punishment is claimed to be always proportionate to the nature of offence but in this issue management awarded the punishment of dismissal for the absence of such a short period of only one month eight days which is disproportionate to the nature of the offence. The delinquent workman being the member of Scheduled Caste is the weaker section of the society and the Govt. of India has also taken lenient view in the case of SC/ST workers. As such the union has sought relief for his reinstatement in the service with full back wages with the continuity of the service.

On the other hand the defence case of the management as per its written statement in short is that the instant reference is bad in the eye of law and the dispute raised by the union over the dismissal of Piru Bouri, Ex-Dresser is claimed to be entirely misconceived one.

5. The main defence is that the workman concerned absented from his duty from 28-10-97 without permission and without satisfactory cause for more than 10 days and as such he was charge sheeted by the management for unauthorized absence from duty on 6-12-97. The explanation submitted by the workman is found unsatisfactory and accordingly a domestic enquiry was held into the said charge sheet by an independent enquiry officer. The workman concerned had participated in the enquiry proceeding and all reasonable opportunity were given by the enquiry officer to defence himself. The enquiry officer having concluded the enquiry proceeding submitted its report to the charge sheet Authority after holding the delinquent employee guilty for the charges framed against him.

6. The next defence case of the management is that the workman concerned was issued second show cause notice before imposing punishment and also sent a copy of enquiry report to the ex-workman. The management has also claimed that the punishment imposed to the workman concerned is quite justified and reasonable and the union has no right to dispute the said order of dismissal by alleging the punishment to be unjustified or unfair or harsh in any manner. It is denied that the workman concerned was absent from duty due to sickness and he had produced the Medical certificate or treatment papers before the management. The management has prayed that the reference may be dismissed as the workman concerned is not entitled to get any relief or reliefs as claimed for.

7. In view of the pleadings of the parties and the materials available on the record I find certain facts which are admitted one by the respective parties. So, before entering into the discussion of the merit of the case I would like to mention those facts which are admitted one.

8. It is the admitted fact that Piru Bouri Under Ground Dresser, was a permanent employee of the company posted at Chora Colliery of M/s. Stern Coalfields Limited.

9. It is the further admitted fact that the workman concerned was absent from his duty w.e.f. 28-10-97 to 6-12-97 without any leave, prior permission and information of the management.

10. It is also the admitted fact that the delinquent employee was charge sheeted on 6-12-97 for his unauthorized absence from duty w.e.f. 28-10-97 and he had submitted his explanation in the charge sheet.

11. It is the next admitted fact that a domestic enquiry was conducted by an enquiry officer and the workman had

duly participated in the enquiry proceeding and sufficient opportunity was given to defend himself and in the domestic enquiry the workman concerned was held guilty for the only charge of an unauthorized absence for the relevant period amounting to misconduct under clause 17(n) of the Model Standing Order. It is also clear from the record that there is no charge sheet against the workman for being habitual absentee.

12. It is further admitted fact that the delinquent employee was under the medical treatment of colliery dispensary since 22-10-97 to 29-10-97 and he was also under the private treatment from 26-10-97 to 3-12-97 and declared fit for duty since 4-12-97.

13. It is the settled principle of law that the facts admitted need not be proved. Since these all aforesaid facts are admitted one, so I do not think proper to discuss these facts in detail.

14. The record goes to show that on 7-11-04 a hearing on the preliminary point was made. The validity and fairness of the enquiry proceeding was not challenged by the union as he had duly participated in the enquiry proceedings. So the enquiry proceeding was held to be fair and valid and accordingly the date for final hearing of the dispute was fixed. The final hearing was made on 22-5-07 and the award was kept reserved for order.

15. The management in paras 1 & 2 of its written statement has taken the plea that the instant reference is bad in the eye of law as the same is not legally maintainable. It is also claimed that in view of the facts and circumstance of the case the dispute is misconceived one. But the aforesaid issue was neither raised nor pressed by the management during the course of hearing of the said reference. The management has neither examined any oral witness nor tendered even a chit of paper in support of its plea. As such I do not find any defect in the maintainability of the reference and the facts of the case very well come under the purview of Industrial Disputes Act. The Govt. of India through the Ministry of Labour has rightly referred the dispute to this Tribunal for its adjudication and as such this issue is decided against the management.

16. On perusal of the record it transpires that none of the parties has examined any oral witness in support of its case. The management has filed the Xerox copies of the charge sheet dated 18-12-97, letter of the workman by way of explanation to the charge sheet, copies of the enquiry proceeding together with the finding, letter of dismissal dated 18-5-98 issued from the office of the General Manager, copy of the reply against letter dated 15-4-98, copy of the enquiry notice sent to the workman, letter of appointment of the enquiry officer. These all documents are admitted one as they have been issued officially by the management. The union has not challenged the correctness or genuineness of these documents. No chit of paper has

been filed on behalf of the union as the relevant required documents had already been submitted before the enquiry officer during the course of enquiry.

17. It is obvious from the enquiry proceedings and its report that the workman concerned had received the charge sheet and had participated in the enquiry proceedings. He has specifically admitted in his statement before the enquiry officer that he did not send any written information to the management about his illness. He has further stated that he was suddenly attacked with high fever pain and sweating and he had reported his sickness before the colliery dispensary from 22-10-97 to 27-10-97 and as such he was not in a position to attend his duty. He has also stated that he had requested the colliery medical department for better treatment as he was not feeling better but nobody referred him to any company's hospital for further treatment. Finding no alternative he was compelled to take private medical treatment under Dr. A.R. Banerji from 26-10-97 to 3-12-97 and was declared fit for duty on 4-12-97. Thereafter he reported to the colliery authority for joining his duty but the authority did not allow him to join his duty. The enquiry officer in his findings has admitted the workman concerned was under the medical treatment of colliery dispensary since 22-10-97 to 27-10-97 and he was also under the private treatment w.e.f. 26-10-97 to 3-12-97 and declared fit for duty since 4-12-97. As such his period of absence from duties unauthorizedly continued from 28-10-97 onwards.

18. Having gone through the entire facts and circumstances, enquiry proceedings along with its findings, I find that the workman concerned was admittedly absent w.e.f. 28-10-97 to 6-12-97 i.e. more than one month continuously without any prior permission and information to the management. The enquiry officer has rightly held him guilty for an unauthorized absence under clause (1)(n) of the Model Standing Order applicable to the establishment and in view of the aforesaid prevailing facts the delinquent employee deserves some suitable punishment for the alleged proven misconduct as per the provision of the Model Standing Order.

19. Now the only main point in issue for consideration before the court is to see as to how far the punishment awarded to the concerned workman by the management is just, proper and proportionate to the alleged proven nature of misconduct.

20. Heard the representatives of both the parties in detail on the aforesaid point on question. It was argued by the side of the union that it is a simple case of an unauthorized absence from duty for one month and eight days and the absence from duty during the relevant period is fully explained and the reasons of absence supported with medical certificate have been found to be sufficient and relevant one by the enquiry officer and that is why the enquiry officer has not even whispered a word in his

findings that the unauthorized absence was without any sufficient cause. The enquiry officer in his findings has opined that the concerned charge sheeted workman was under the medical treatment of colliery dispensary since 22-10-97 to 27-10-97 and he was also under the private treatment from 26-10-97 to 3-12-97. So it is clear that the management has got the knowledge about the sickness of the employee concerned during the relevant period.

21. It was further submitted that the delinquent employee has got unblemish record during his entire service tenure and there has not been any complaint of any sorts of misconduct against the workman concerned. The management has also not charge sheeted him for habitual absenteeism nor any chit of paper has been filed in this regard by the management in the court nor there is specific pleading in this regard. So it can be easily concluded that it is the first offence of the workman concerned which has been sufficiently explained and supported by the medical certificate indicating the compelling circumstance beyond the control of the workman concerned. In course of argument it was strongly submitted that a simple case of unauthorized absence for one month and eight days cannot be said to be a gross misconduct. The attention of the court was drawn towards the provision of the Model Standing Order where the extreme punishment prescribed is dismissal as per the gravity of the misconduct and it was claimed that the extreme penalty cannot be awarded to the workman in such a minor case of alleged misconduct of an unauthorized absence for a month. I find much force in the argument of the union. The vital point submitted by the union is that before imposing the penalty of dismissal no second show cause notice was ever served upon the workman concerned which is direct violation of the mandate of the Apex Court which amounts to denial of the principles of natural justice.

22. It has been several times clearly observed by the different Hon'ble High Courts and the Apex Court as well that before imposing punishment of dismissal it is necessary for the disciplinary authority to consider socio economic background of the delinquent employee, his family background, his past records and other surrounding circumstances including the nature of the misconduct and lastly the compelling circumstances to commit the misconduct. These are relevant factors which must have to be kept in mind by the authority at the time of imposing the punishment which of course has not been done by the disciplinary authority in this case.

23. Perused the provision of the Model Standing Order laid down under clause 27(1) (page 15) where various minor punishments have been prescribed to be awarded according to the gravity of the misconduct. I fail to understand as to why only maximum punishment available under the said clause should be awarded in the present facts and circumstances of the case. It has been observed



by the Apex Court that justice must be tempered with mercy and that the delinquent employee should be given an opportunity to reform himself and to be loyal and disciplinary employee of the management.

24. However I am of the considered view that the punishment of dismissal for an unauthorized absence for one month eight days under the compelling circumstances and without any mala fide intention is not just and proper rather it is too harsh a punishment which is totally disproportionate to the alleged proven misconduct. Such a simple case should have been dealt with leniently by the management. In the view of the matter I think it just and proper to modify and substitute the same by exercising the power under 11(A) of the D. D. Act, 1947 in order to meet the ends of justice and as such the impugned order of dismissal is hereby set aside and he is directed to be reinstated with continuity of the service and in the light of the prevailing facts and circumstance and proven misconduct for which the punishment of dismissal was awarded to the workman concerned, I think it appropriate that the delinquent workman be imposed a punishment of stoppage of two increments with the cumulative effects. It is further directed that the workman concerned will be entitled to get only 40% of the back wages which will serve the ends of justice. Accordingly it is hereby.

#### ORDERED

That let an "Award" be and the same is passed on contest in favour of the workman concerned. Send the copies of the award to the Government of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly dispose of.

MD. SARFARAZ KHAN, Presiding Officer.

नई दिल्ली, 29 जून, 2007

क्र.अ. 2100.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बजाज इलेक्ट्रिकल्स लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में राष्ट्रीय औद्योगिक अधिकरण, मुम्बई के पंचाट (शिकायत संख्या एन.टी.बी.-2/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-6-2007 को प्राप्त हुआ था।

[सं.सं.42012/144/2004-आई.आर.(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 29th June, 2007

S.O. 2100.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Complaint No. NTB-2 of 2005) of the National Industrial Tribunal, Mumbai as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of

Bajaj Electricals Limited and their workman which was received by the Central Government on 29-06-2007.

[No.L-42012/144/2004-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

#### BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL, MUMBAI

Present : Justice Ghanashyam Dass  
Presiding Officer.

COMPLAINT NTB-2 OF 2005  
(Arising out of complaint NTB-9 of 2003)

PARTIES : V. Subramanian : Complainant  
V/s.

M/s. Bajaj Electricals Ltd. : Opponent

#### Appearance:

For the Complainant : Shri Chidambaram,  
President

For the Opponent : Shri Pawaskar, Adv.  
Shri M. S. Paranjpe, Adv.

State : Maharashtra

Mumbai, dated this 2nd day of March, 2006

#### AWARD

1. The Complainant Shri. V. Subramanian, permanent employee of M/s. Bajaj Electricals Ltd. (hereinafter referred to as Company) has moved the instant application for a declaration that the action of the Company for dismissal of the complainant vide order dated 12-5-2005 is illegal, in-operative, and void ab initio and also to issue a direction to the Company to reinstate him on his original post along with a cost of Rs. 25,000.

2. It is alleged that the Complainant was charge-sheeted on 9-3-2000 making a false and frivolous allegation that one Shri Ramprasad who in fact, not a Manager as per the Standing orders applicable to the workman employed in the Company. The Complainant challenged the issuance of the charge sheet vide Complaint No. 9 of 2003 before this Tribunal and the same is still pending for adjudication. The Company did not obtain any prior permission of this Tribunal as required under Section 33(1) of the Act (hereinafter referred to as the Act) and proceeded with the charge-sheet and finally dismissed. The order of dismissal is honest.

3. The reply has been filed by the Company and the allegations have been denied.

4. I have heard Shri P. Chidambaram, President of All India Bajaj Electricals Federation for the workman and Shri M.S. Paranjpe for the Company.

5. The parties have not led any evidence since the legal point is involved in this complaint. Section 33(1) of the Act reads as under :

33. Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings: (1) During the pendency of any conciliation proceeding before a conciliation officer or a Board or any proceeding before [an arbitrator or] a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall—

- (a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or
- (b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise any workman concerned in such dispute, save with the express permission in writing of the authority before which the proceeding is pending.

Admittedly, the complainant was charge-sheeted and issuance of the Authority of the person who issued the charge-sheet is being challenged by filing the Complaint No. 9 of 2003. Admittedly, the domestic enquiry continued on the aforesaid charge-sheet and it led to the final order of dismissal of the complainant by the Competent Authority. The Company has already filed an Approval application for its action of dismissal and the same is pending for adjudication vide NTB-15 of 2005 in Reference No. NTB-2 of 2004.

6. I feel that the instant complaint is not maintainable in law. The entire controversy would be adjudicated upon while disposing of the Approval application. The dismissal order cannot be declared to be void ab initio by means of the instant complaint in the form as alleged by the Complainant at this juncture. It may further be observed that it would be seen at proper stage in the aforesaid Approval application as to whether the Company was required to obtain a prior permission before passing the order of dismissal in view of pendency of Complaint No. 9 of 2003 which is still pending and the parties have not come prepared to argue the aforesaid complaint. It may further be observed that mere pendency of the complaint, referred to above, may not amount to pendency of a Industrial Dispute as required under Section 33(1) of the Act. After it is concluded that pendency of a complaint amount to pendency of proceedings in respect of an Industrial Dispute, the Company would be required by law to obtain prior permission in writing from this Tribunal before passing the order of dismissal. I feel that this point may be decided finally at the time of deciding the Approval application.

7. In this circumstance, the Complaint is hereby dismissed.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 29 जून, 2007

का.आ. 2101.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्व. सो. एल. के प्रबंधकों के संघर्ष नियोजकों और उनमें कार्यकर्ता के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, असनोल के पंचाद (संदर्भ संख्या 08/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-6-2007 को प्राप्त हुआ था।

[सं. एल-22012/54/1998-आई.आर.(सी-11)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 29th June, 2007

S.O. 2101.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 08/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ECL and their workman which was received by the Central Government on 29-6-2007.

[No. L-22012/54/1998-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL.

Present : Sh. Md. Sarfaraz Khan, Presiding Officer.

Reference No. 08 of 1999.

Parties : The Agent, Haripur Colliery, E.C.L.

Via

The Jt. General Secretary, Colliery Mazdoor Union, Cinema Road, Ukhra, Bardwan.

#### Representatives :

For the management : Sri P. K. Das, Advocate.

For the Union (Workman) : Sri M. Mukherjee,  
Advocate

Industry : Coal State : West Bengal

Dated 5-6-2007.

#### AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India



through the Ministry of Labour vide its letter No. L-22012/54/1998-IR (CM-II) dated 21-1-1999 has been pleased to refer the following dispute for adjudication by this Tribunal.

#### SCHEDULE

"Whether the action of the management of Haripur Colliery of BCL in terminating the services of Shri Suresh Singh, U.G. Leader is legal and justified ? If not to what relief the said workman is entitled to ?"

After having received the Order No. L-22011/54/1998-IR (CM-II), dated 21-1-1999 of the aforesaid reference from the Govt. of India, Ministry of Labour, New Delhi, for adjudication of the dispute, a reference case No. 08 of 1999 was registered on 2-2-1999 and accordingly an order to that effect was passed to issue notices to the respective parties through the registered post directing them to appear in the court on the date so fixed and file their written statements alongwith the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned. Sri P.K. Das, Advocate and Sri M. Mukherjee, Advocate appeared in the Court to represent the Management and the Union concerned respectively. Both the parties filed their written statement in support of their claims.

From the perusal of the record it transpires that the case was fixed for final hearing in the merit of the case. It is further clear from the record that on 5-6-2007 the date was fixed for hearing on merit of the case. The learned lawyer for the workman submitted that he has got no instruction from the side of the union or the workman himself so he does not want to pursue the record in absence of the instruction of the Union. In the prevailing facts and circumstance of the case it is not just and proper to keep this old record pending any more as no useful purpose is to be served. As such it is hereby

#### ORDERED

that let a "No Dispute Awarded" be and the same is passed. Send the copies of the award to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed off.

Md. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 29 जून, 2007

क.अ. 2102.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण, आसनसोल के पंथाट (संदर्भ संख्या 120/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-6-2007 को प्राप्त हुआ था।

[ई. एल-22012/42/1999-आई.आर. (सी. II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 29th June, 2007

S.O. 2102.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 120/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCL and their workman which was received by the Central Government on 29-06-2007.

[No. L-22012/42/1999-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

Present : Sh. Md. Sarfaraz Khan, Presiding Officer.

Reference No. 120 of 1999

PARTIES : The Agent, Chinakuri 3 pit Colliery, E.C.L.,

Vrs.

The Treasurer, Colliery Mazdoor Union,  
(INTUC), 27, G.T. Road, Asansol, Bardwan.

#### REPRESENTATIVES:

For the management : Sri P. K. Das, Advocate.

For the union (Workman) : Sri P. Mandal, Treasurer

Industry : Coal : State : West Bengal

Dated 08-05-2007

#### AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/42/1999-IR (C-II) dated 29-07/03-08-1999 has been pleased to refer the following dispute for adjudication by this Tribunal.

**SCHEDULE**

"Whether the action of the management of Chinakuri Colliery of ECI in not paying the due leave with wages at the time of superannuation and house rent from Nov. 96 to June, 97 to Sh. Bansi Kuyri is legal and justified? If not to what relief is the workman entitled?"

On having received the Order No. L-22012/42/1999-IR(C-II), dated 29-07/03-08-1999 of the said reference from the Govt. of India, Ministry of Labour, New Delhi. For adjudication of the dispute, a reference case No. 120 of 1999 was registered on 18-08-1999/03-10-01 and accordingly an order to that effect was passed to issue notices to respective parties through the registered post directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. Pursuant to the said notices by the registered post were issued to the respective parties. Sri P.K. Das, Advocate and Sri P. Mandal, Treasurer of the Union appeared in the Court to represent the Management and the Union respectively and filed their respective written statement in support of their claims.

From the perusal of the record it transpires that the case was fixed for the Cross-examination of the witness by the Management, but the witness did not turn up for the cross-examination and the union left taking any step on 18-07-05, 13-09-05 and 17-11-05. The union appeared in the court on 17-01-06 and prayed for time to produce the witness for cross-examination which was allowed and 21-03-06 was the next date fixed for cross-examination of the witness but the record goes to show that again the union left taking any steps w.e.f. 21-03-06 to 18-05-07. These all facts go to indicate that the union has lost its interest and does not want to pursue the case any further. In the prevailing facts and circumstance of this case it is not proper and advisable to keep the old record pending any more as no useful purpose is to be served. As such it is hereby

**ORDERED**

that let a "No Dispute Awarded" be and the same is passed. Send the copies of the award to the Govt. of India, Ministry of Labour, New Delhi for information and needful.

The reference is accordingly disposed off

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 2 जुलाई, 2007

कर.सा. 2103. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबंध में निवेदन और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अपेक्षायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 226/2004) के

प्रकाशित करती है, 01 केन्द्रीय सरकार को 02-07-2007 को प्राप्त हुआ था।

[सं. एन-12012/274/1998 आई आर (बी II)]

राजेंद्र कुमार, डेस्क अधिकारी

New Delhi, the 2nd July, 2007

S. O. 2103. -- In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 226/2004 of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) as shown in the Annexure, in the industrial dispute between the management of Indian Bank and their workmen, received by the Central Government on 02.07.2007.

[No. L-12012/274/1998-IR(B-II)]

RAJENDER KUMAR, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT  
AHMEDABAD**

**PRESENT :**

A.A. LAD, Presiding Officer, Mumbai

Reference C.G.I.T.A. No. 226/2004

**EMPLOYERS IN RELATION TO THE  
MANAGEMENT OF INDIAN BANK, AHMEDABAD**

The Chief Manager,  
Indian Bank,  
Navrang Building,  
Navrangpura,  
Ahmedabad (Gujarat)

...First Party

**THEIR WORKMAN**

Sh. Anilkumar H. Sukhvasia,  
11, Mangal Maruti Raw House,  
Nr. Mahashakti Society,  
Jivrajpark,  
Ahmedabad-380 051

...Second Party

**APPEARANCES**

For the Employer

Shri K.V. Gadhiya,  
Advocate

For the Workman

Shri D.N. Vyas,  
Representative

**AWARD**

1. The Government of India, Ministry of Labour, and Employment by its Order No. 1-12012/274/98-IR(B-II), dated 05-11-1999 in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication.

"Whether Sh. Anil Kumar Sukhvasia is a workman under Section 2(S) of the Industrial Dispute Act, 1947 ? If so, whether his employment in Indian Bank from 01-01-1990 and his termination from the service of the bank w.e.f. 27-05-1998 is legal and justified and to what relief the concerned person is entitled to and from which date ?"

2. To support the subject matter referred in the reference, second party filed Claim Statement at Ex-5 stating that, he was engaged by the first party as a personal driver of Assistant General Manager (in short AGM) from 01-01-1990. He was paid Rs. 2000/- per month, and he was having duty from 9.00 am to 9.00 p.m. He was getting overtime allowances 25/- per day. He worked for 7 years. He was not regularize and benefit regular employment were not given to him. He requested to absorb in the employment of the first party. No attendance was given by the first party on the demand of the second party workman. He need of employment. There is work with first party. Even there is a vacancy also. But due to admin approach first party did not absorb him and ignore his demand. So he prayed to regularize services of the first party as its employee.

3. This is objected by the first party by filing written statement at Ex-8, making different case that, there is no employer-employee relationship between the second party and first party. Concerned workman Sh. Anil Kumar Sukhvasia was never engaged by the first party. No interviews was taken and no appointment order given by the first party. He was not permitted to sign muster roll like employee of the first party and as such he cannot be permit to excolrate his relation with first party as its employee. Since second party Sh. Anil Kumar Sukhvasia was never appoint for the first party by the first party and was never paid by it ough of its own funds. Second party cannot claim absorption and claim relation with first party. Since second party Sh. Anil Kumar Sukhvasia was personal driver of the AGM and work in personal capacity on the AGM is not entitle to claim absorption in the service of the first party. So it is submitted that claim of the second party is not worth to consider and be rejected.

4. In view of the above pleadings following issues arise for determination which are answered against it.

(i) Whether Sh. Anil Kumar Sukhvasia is employee of the first party ?

(ii) Whether he can be absorbed?

(iii) What order ?

My answered to the above issues are as under as per reasons given below :

(i) No

(ii) Yes.

(iii) As per order below.

## Reasons

### Issue No. 1

5. Second party Sh. Anil Kumar Sukhvasia claimed that his services with first party as a drive from 90-91 and same for 7 years. He was not regularize thought, there is a vacancy and work. Where as case of the first party is that, he was never engaged by the first party nor interviewed and appointed. He was driver of the AGM and he cannot claim relation with the first party.

6. As far as this relationship of SH. Anilk Kumar Sukhvasia with first party is concerned no doubt he was not engaged by the first party and no interview was taken. He worked with AGM as his driver. It is also matter on record that, Sh. Anil Kumar Sukhvasia was engaged by the AGM as a driver where he worked for 7 years as a driver of AGM.

7. To support that second party led evidence by producing number of documents with Ex-7 and lead evidence at Ex-18. Whereas first party examine Shri Suresh Nayak circle officer at Ex-36. Second party workman in his deposition made out case that, he was taken by AGM on 01-01-1990. He was getting salary Rs. 2000/- per month. He served 7 years. He was praying to regularize, but he was not regularized. In the cross he admits that he was not appoint by the bank nor interviewed and posted by the bank. He admits that, he was driver of the AGM same story is given by the first party's witness. Shri Suresh Nayak. This Shri Suresh Nayak admits that, second party was apply for regularization in the employment of the first party. He was working as a driver of the AGM.

8. Second party submits written argument at Ex-39 and by first party at Ex-43.

9. As state above, second party Sh. Anil Kumar Sukhvasia was serving as driver of AGM and served for 7 years. He was nto appointed by the first party. So this reveals that, he was not engaged by the first party and he was not employee of the first party. Even second party unable to show that, he was engaged by the first party as its employee. When this is the admitted situation ones as to observe that, the second party was not engaged by the first party and was not employee of it. So, I answer this issue accordingly.

### Issue No. II

10. The document produced by the second party at Ex-7, are not seriously disputed by the first party's witness. In the cross witness of the first party admits that, letter at Ex-7(5), was written by Regional Office. He is not denying that, it was signed by Sh. V. Shrinivasan. He admits that, letter produced at Ex-7(6), is written by Regional office. He admits that, letter produced at Ex-7(8), referred to absorb the second party in the employment. He admits that, letter produced at Ex-7(10), was written by Regional Manager to the Zonal Office recommending second party to absorb in the employment

of the first party. He admits that, bank decides salary of the driver/staffs. He has not denied that, vehicle on which second party was driver was of the bank. He has not denied letter produced at Ex-7(16). He also not denying letter produced at Ex-7(18). He admits that, letter at Ex-7(19) send by Regional Office of the Central Office. All this correspondences brought on record by the second party reveals that, Regional Office peruse the case of absorption of second party and Central Office go on refusing it on the ground that, there is no sanction. Even the work of second party is appreciated first party by letter dated 30-09-05. Even he was recommended by letters dated 9-12-94, 1-02-95, 10-02-95, 22-04-95 and 15-06-95. All these reveals that, second party was competent to work. Even he worked with AGM. No grievance are there about the work of second party of the first party. In the scenario one as to considered whether such an honest person is not getting regularizing only because he was not appointed by the first party and it can not be an error of the second party. Number of cases are produced by the first party's Advocate more precisely case law of Civil Appeals 3595 of 2006 (SC) case between, Secretary State of Karnataka & Ors. V/s. Umadevi and Ors and which reveals that, said case was on different footing as in that case, appointment of *ad-hoc* employee was in dispute. But in these case, actual second party workman worked with officer of the first party and case law produce by the first party's Advocate published in 2005-II-LJ (SC) Page no. 475 was on the point of demand made by the employee on completion of 240 days with employer. However, in the instant case second party is not employee of the first party and no question arises to pay by the first party. Even there is no question arises to count 240 days since he never work with the first party.

11. However, the recommendation of the first party, various correspondences brought on record by the second party and it is admitted by the first party reveals that, there was as vacancy in the employment of the first party and first party was actual in need of his employment. Even it reveals that, employee like this was absorbed by the first party and first party was actual in need of his employment. Even it reveals that, employee like this was absorbed by the first party. Second party worked for 7 years and was having good record and no blame was invited by him. In this situation in my considered view, he must be regularize by the first party on humanitarian ground. So, I answer this issue to that effected an conclude that, second party is entitle for absorption within three months for this order.

12. In view of the discussion made above, I passes the following order.

#### ORDER

- (i) Reference is partly allowed.

(ii) First party is directed to absorb the second party Sh. Anil Kumar Sukhvasia from the date of order as its regular employee.

(iii) Prayer of back wages and other, reliefs sought are not considered and second party is not entitled for the same.

(iv) No costs.

A. A. IAD, Presiding Officer

नई दिल्ली, 3 जुलाई, 2007

क्र.आ. 2104.- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.- 11, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1252/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-7-2007 को प्राप्त हुआ था।

[सं. एल-22012/35/2005 आई आर (सीएम-11)]

अजय कुमार गौर, डेस्क अधिकारी

New Delhi, the 3rd July, 2007

S. O. 2104.- In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.1252/2005) of the Central Government Industrial Tribunal-cum Labour Court No 2, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 3-7-2007.

[No.-I-22012/35/2005-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT-II CHANDIGARH

PRESIDING OFFICER: SHRI KULDIP SINGH

CASE I.D. NO : 1252/2005

Registered on : 30-1-2006

Date of Decision : 11-4-2007

Mohan Singh c/o Shri Amarjit Singh Jattan & Sh. Sanjeev Kumar Bawa, Authorised representative R/o H.N. 2782, Phase 7, Mohalli, Distt. Ropar, Ropar.

—PETITIONER

Versus

District Manager, FCI, District Sangrur, Sangrur.

—RESPONDENT

#### APPEARANCE

For the Workman Mr. S. K. Bansal, Advocate

For the Management Mr. N. K. Zakhrmi, Advocate

**AWARD**

The workman continues to be absent. Mr. Bansal who had been appearing for him states that he has no instructions to appear in the case. The record of the file shows that the workman has never appeared in the case. Only his counsel appeared and that too without authority. The appearance of the Counsel for him was recorded on his filing the memo of appearance. He has however, failed to submit the authority letter from the workman to appear in the case. It was in these circumstances that summons to the workman were issued under register cover twice vide postal receipt No. 3192 dated 11th of October, 2006 and 3304 dated 20th of February, 2007. The notices sent have not been received back unserved even till date. Thus there is strong presumption that the notices have been received by the workman but he has chosen not to appear. It is in these circumstances that the matter is being disposed off in the absence of the workman.

The following reference was received by the this Tribunal from Government of India, Ministry of Labour and Employment :

Whether the action of the Management of Food Corporation of India in terminating the services of Sh. Mohan Singh, Beldar w.e.f. October, 1992 is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?

As stated above even after getting the notice the workman has not chosen to appear. He has also not filed the claim Petition. There is no evidence on record to support the claim of the workman that he was engaged by the Management and they had terminated his services in October, 1992 in violations of provisions of Industrial Disputes Act, 1947 and the principles of natural justice. The workman is therefore, not entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 3 जुलाई, 2007

क्र.अ. 2105.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार एम. सी. एल. के प्रबंधाध्यक्ष के संबद्ध नियोक्तकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई के पंचाट (संदर्भ संख्या 34/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-7-2007 को प्राप्त हुआ था।

[सं. एल. 22012/159/2000-आई आर (सोएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 3rd July, 2007

S.O. 2105.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 34 of 2000) of the Central

Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of MCL and their workman, which was received by the Central Government on 3-7-2007.

[No. I.-22012/159/2000-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

**ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
BHUBANESWAR**

Present : Shri N.K.R. Mohapatra,  
Presiding Officer, C.G.I.T.-cum-Labour  
Court, Bhubaneswar.

**INDUSTRIAL DISPUTE CASE NO. 34/2000**

**Date of Passing Award - 22nd June, 2007**

**Between :**

The Management of the Chief General Manager,  
Jagannath Area of MCL, P.O., Dera, Talcher, Angul,  
Orissa.

—1st Party-Management.

And

Their Workmen represented through the General  
Secretary, Mahanadi Coalfields Mazdoor Sabha, AL/PO,  
Gurujang, Via: Talcher, Dist. Angul.

—2nd Party-Union.

**Appearances :**

Shri R. S. Mohapatra, Personnel Manager.

—For the 1st Party Management.

Shri Arun Kr. Pani, General Secretary.

—For the 2nd Party-Union.

**AWARD**

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-22012/159/2000/IR (CM-II), dated 16/23-11-2000 :—

"Whether the contract work awarded to Shri Biswambar Pal by the Chief General Manager, Jagannath Area of MCL, Talcher is sham? If yes, what relief the 11 workers involved in the dispute are entitled to?"

2. The Management is admittedly running a specialized Hospital called Nehru Satabdi Central Hospital at Talcher since 1994. It is alleged by the Union that under Coal Wage Agreement-V there shall be a statutory canteen in each colliery/establishment and it is to be maintained by the Management through a Managing Committee by providing utensils, fuels, electricity etc. free of cost besides

providing financial assistance to enable the canteen to supply food articles at a cheaper rate and under no circumstance such canteen is to be run by a contractor. With the above background it is further alleged by the Union that in violation of the above Wage Agreement the Management is running a canteen itself attached to the above Hospital by engaging Labourers through a sham contractor named M/s. Biswanbar Pal. Since neither the Management nor the said so called contractor have obtained no license as required under the Contract Labour (Regulation & Prohibition) Act and as the hospital authority exclusively exercise administrative control over the worker and pay their wages they are to be treated as employees of the Management and regularized accordingly under its establishment as they have been engaged since 1994 under the guise of different contractors.

3. The Management on the other hand contended that since there was no specialized hospital for its employees in the district of Angul and Dhenkanal, it established one such specialized hospital called Nehru Satabdi Central Hospital at Talcher both for its employees and outsiders as a part of its welfare measure. The hospital not being a statutory hospital it engaged contractors to supply diet and foodstuff to the patients subject to the satisfaction and day to day need of the hospital authority. The establishment of the contractor M/s. Biswanbar Pal, which he had set up near the hospital, can not be treated as a canteen of whatsoever nature. Denying the further allegation of the Union it is contended by the Management that both the Management and the contractor M/s. Biswanbar Pal had necessary license issued under the Contractor Labour (Regulation & Abolition) Act and as such the engagement of such contractor can neither be held had not contrary to Coal Wage Agreement-V, the hospital in question not being a statutory hospital. It is further averred by the Management that the above contractor having been engaged under a tender procedure and the contractor concerned being the immediate employer of those who were utilized for due execution of the contract, the establishment of the said contractor can neither be called as a statutory canteen nor its workers can be said to have been engaged under a sham contractor in so far as the reliefs claimed by the Union.

4. On the basis of above pleadings of the parties the following issues were framed:

#### ISSUES

1. Whether there is relationship between the employer and the employee?
2. Whether the dispute is coming under the provisions of Industrial Disputes Act?
3. Whether the reference is maintainable?
4. Whether the contract work awarded to Shri Biswanbar Pal by the Chief General Manager, Jagannath Area of MCL, Talcher is sham?

5. To what relief the workers involved in the dispute are entitled to?

5. Besides relying on some documents each party has adduced oral evidence. From the side of the Union two witnesses including the Secretary of the Union have been examined. From the side of the Management equal number of witnesses have been examined besides producing some documents.

#### ISSUE NO. 2 & 3

6. There being no substantial challenge to these issues by either party, the same are answered affirmatively.

#### ISSUE NO. 1 & 4

7. These issues are taken up together as they are inter-dependant.

To justify that the Management is running a canteen through a sham contractor M/s. Biswanbar Pal, the Union has relied on the following circumstances:

- (a) A canteen close to the Satabdi Hospital is being run by the Management through a sham contractor in violation of Para 10.7 of the National Coal Wage Agreement-V.
- (b) That the Management is exercising administrative control over the employees of that canteen through the Hospital authority.
- (c) That wages to the canteen workers are being paid directly by the Management.
- (d) That the deposit of provident fund contribution of these employees being through the account numbers of the Management, the same suggest that the so-called contractor is sham in nature.
- (e) Both the Management and the so-called contractor M/s. Biswanbar Pal had no license under Contract Labour (Regulation & Abolition) Act and therefore it is to be construed that the engagement of a contractor was only a paper work on the part of the Management.

8. It is true that under Para 10.7 of the National Coal Wage Agreement-V the canteens provided to the collieries establishment should not be run through any contractor. Rather it is to be run through a managing committee. But from the evidence on record it appears that the hospital in question is not a statutory hospital attached to any colliery. From its very name and the evidence adduced by the parties it is clear that it was a specialized hospital established in 1994 to provide free specialized treatment to the workers and to the general public on payment basis. The evidence of the Union further shows that the said hospital is under the Management of C.G.M. of the Management company but not under any colliery management. Therefore, even if it is believed for a moment that a canteen has been attached to that hospital the same can not come under the purview of Para 10.7 of the National Coal Wage Agreement-V, the

hospital in question not being under any colliery Management.

9. Now the question boils down the determination is whether there was any canteen attached to the above hospital and if so whether it was run by the Management itself in the name of a fictitious contractor by name M/s. Biswanbar Pal.

10. Speaking on the subject the Management Witness No.1 has deposed that there was no canteen attached to the hospital in question. Rather for supply of diet and food materials to the indoor patients different contractors were engaged from time to time and accordingly M/s. Biswanbar Pal was given the contract on the basis of a tender. For execution of the above contract, M/s. Biswanbar Pal, the contractor, had opened his own establishment near the hospital and except the said establishment of the contractor there were no other canteen nearby. Ext.-B the tender notice and Ext.-B/1 the work order issued to the above contractor show that he was given the contract of supplying diet and food materials to the indoor patients of the hospital on several conditions and subject to necessary verification by the hospital authority. The diet schedule attached to the contractual agreement shows that the concerned contractor was required to supply food articles of a particular standard. He was also required to engage persons free from contagious diseases and of good behaviour. Under the agreement the hospital authority were also empowered to have regular inspection of the quality of the food prepared by the contractor. Under the Agreement the contractor concerned was further required to engage required number of well behaved, smart, experienced and disciplined staff, like cooks, suppliers, cleaners etc. The Workman Witness No.2 has categorically admitted at Para-6 of his evidence that having come to know that one M/s. Biswanbar Pal has taken the contract, he had approached him for a job and was accordingly engaged by him as a labourer. He further states that the above contractor had also appointed a Manager and that, in every two to three days the contractor himself used to come for inspection of the work performed by him and others. Towards the end of each month all the workers were being informed by the Manager as to the date and place of payment of their wages. The witness has further deposed that they were being paid wages either personally by M/s. Biswanbar Pal or by any of his agents in presence of a representative of the Management. This evidence of the W.W. 2 thus cuts at the very root of the case of the union that the contractor in question was a fictitious person. Ext.-C the register of wages carries the name of M/s. Biswanbar Pal as the employer and Ext.-D a letter addressed to the Asst. Commissioner, C.M.P.F. indicates that the said M/s. Biswanbar Pal used to make correspondences with the above authority in regard

to the P.F. contributions made by his workers. From all these it can very well be concluded that M/s. Biswanbar Pal was not a sham contractor. Likewise on the basis of the tender notice Ext.-B and the Agreement Ext.-B/1 it can further be concluded that the Management was absolutely not running any canteen near the hospital in question but the so-called canteen was nothing but the establishment of the contractor.

11. The documents and the oral evidence adduced from the side of the Union no doubt shows that the C.P.F. contributions of the workers were being deposited under the account number of the Management but on the basis of the same it cannot be said that there was no contractor as under the provisions of the C.M.P.F. scheme 1948 no separate registration number is allowable to a contractor for filing of statutory returns in respect of his workers. A letter of the Coal Mines Provident Commissioner marked Ext.-E makes it further clear that the contractors are only required to make deposit of the P.F. contribution of their employees using the account number of the principal employer and as such the engagement of M/s. Biswanbar Pal can not be ruled out. Furthermore Ext.-A shows that the C.G.M. of the Management has been issued with necessary license under the Contract Labour (Regulation and Abolition) Act to engage contract labourers and as such it cannot be said, as claimed by the Union that the management could not have engaged M/s. Biswanbar Pal as the contractor. In view of the above and considering all other aspects as discussed earlier I am of the confirmed view that the contract work awarded to M/s. Biswanbar Pal by the Management was not at all sham in nature.

#### ISSUE No. V

12. In view of the above findings given in the foregoing paras the workers of the establishment of M/s. Biswanbar Pal are not entitled for any relief including regularization under the establishment of the Management.

13. Accordingly the reference is answered.

Dictated and corrected by me.

N. K. R. MOHAPATRA, Presiding Officer

#### LIST OF WITNESSES EXAMINED ON BEHALF OF THE WORKMAN

Workman Witness No.1—Arum Kumar Pani.

Workman Witness No.2—Naresh Bhutia.

#### LIST OF WITNESSES EXAMINED ON BEHALF OF THE MANAGEMENT

Management Witness No.1—Shri Y. Harakumar.

Management Witness No.2—Dr. Aswini Kumar Dash



**LIST OF EXHIBITS ON BEHALF OF THE 2ND PARTY-WORKMAN**

Ext.-1—Copy of National Coal Wage Agreement-V.

Ext.-2—Copy of letter No. 239, dated 12-11-1997 of Shri Biswambari Pal, Contractor, addressed to the Asst. Commissioner of Coal Mines Provident Fund, Rhabaneswar.

Ext.-3—Copy of work order issued to the Contractor.

**LIST OF EXHIBITS ON BEHALF OF THE 1ST PARTY-MANAGEMENT**

Ext.-A—Copy of R.C. No. 2/87, dated 23-3-1987.

Ext.-B—Copy of Tender Notice dated 13-11-1999.

Ext.-B/1—Copy of the Tender Notice dated 26-7-2000.

Ext.-C—Abstract of the Wage Register for the year 2000.

Ext.-D—Copy of P.F. Statement.

Ext.-D/1—Copy of P.F. Statement for the year 1997-98.

Ext.-E—Copy of letter dated 21-9-2003.

नई दिल्ली, 3 जुलाई, 2007

स.आ. 2106.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/क्रम न्यायालय नं.- II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1125/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-7-2007 को प्राप्त हुआ था।

[सं. एल-40012/3/91-आई आर(सीयू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 3rd July, 2007

S. O. 2106.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1125/2005) Government Industrial Tribunal-cum Labour Court No. 2, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom Department, and their workman, which was received by the Central Government on 3-7-2007.

[No. I.-40012/3/91-IR(DU)]

SURENDRA SINGH, Desk Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH**

SHRI KULDIP SINGH, Presiding Officer

CASE I.D. No : 1125/2005

Registered on : 22-9-2005

Date of Decision : 3-4-2007

**SUBE SINGH S/o. SHRI HIRA LAL VILLAGE SUBA SHERI, PO NANGAL TEJU, TEHSIL BAWAL, DISTRICT REWARI**

...Petitioner

Versus

**TELECOM DEPARTMENT THROUGH DIVISIONAL ENGINEER TELEGRAPHS, GURGAON**

...Respondent

**APPEARANCE**

For the Workman : Shri Hemedar Goswami (AR)

For the Management : MR. Dinesh Nagar Advocate

**AWARD**

The following reference was received from Government of India, Ministry of Labour vide their order No. I.-40012/3/91-IR(DU-III) dated 9th October, 1991:

"Whether the action of the Management of Telecom Department in relating to their Sub-Divisional Office, Rewari in terminating the services of Shri Sube Singh S/o Shri Hira Lal Casual worker w.e.f. 31st January, 1989 is just, fair and legal. If not, to what relief the worker concerned is entitled to?"

The notice of the reference was given to the parties who appeared. The workman filed his statement of claim and the Management their Written Statement dated 16th September, 1992. They also filed amended Written Statement on 16th October, 1993 and 26th May, 1995. The workman filed the replication dated 22nd March, 1993 and then 27th March, 1996. He also filed his affidavit dated 22nd March, 1993 and 27th March, 1996. The Management filed the affidavit of Shri Rishi Pal, their SDE, besides that of G.L. Handa the Executive Engineer. He filed two affidavits one dated 6th October, 1993 and the other dated 26th April, 1994. The Management also filed the affidavits of another Shri T.D.M. Rewari, Shri K.B. Singh dated 14th Dec., 1994 and 12th Feb., 1996. Among the witnesses who filed the affidavits and the workman Sube Singh and Shri Rishipal Singh, the witness of the Management appeared as witnesses for their respective parties.

In short the claim of the workman is that he was engaged as Casual Muxler on a permanent job on daily wages in March, 1982 to work under SDO Telecom, Rewari and he served the Management up to 30th January, 1989; that the Management terminated his services on 31st January, 1989, without giving him notice and without any inquiry, charge-sheet or compensation. They also retained his juniors in service, whereas disengaged him, in violation of the provisions of Industrial Disputes Act, hereinafter in



be referred as Act; that the disengagement of the workman was illegal, unjustified and an unfair labour practice. The workman has remained without work all through this period and is fully dependent upon his parents for livelihood he has prayed for passing an award in his favour holding that the disengagement of the workman was bad in law and the workman is entitled to reinstatement in service with full back wages, costs of litigation and interest on the amount so found due.

As noted earlier the Management filed Written Statement and amended it twice. The amended statement of the Management dated 26th May, 1995, is the final Written Statement. According to this, the plea of the Management is that the workman was not employed through Employment Exchange against a regular vacancy. He had regularly worked on muster rolls against the post of an absentee Casual Labourer. The workman was not given a regular appointment. Denying that the workman was engaged in February, 1980 or relieved on 30th January, 1989, it is stated by them that the workman had served the Management for 207 days from Feb., 1988 to January, 1989. Claiming that the muster rolls for the period Feb., 1988 to May, 1988 was not available with them, it is stated by them that the workman had not continuously worked for the Management nor he had served the Management for 240 days preceding 12 months preceding the date of his disengagement. According to the Management the workman had served them for only 207 days. The Management thus did not violate the provisions of Section 25-F of the Act while disengaging the workman nor they violated the principles of natural justice or rules. They denied the contents of para 5 of the Claim Petition and have prayed for dismissal of the reference.

It is on record that the workman also filed two replications, presumably immediately after the filing of the Written Statement by the Management and then after the filing of the amended Written Statements. Both the applications have merged in the final replication dated 27th March, 1996. According to that the workman denied the claim of the Management so made in the Written Statement. He reiterated that he had begun the service with the Management in March, 1982 under SDO Telecom, Rewari as a Casual Mazdoor, on muster rolls. According to him the workman had served the Management for 470 days. He further claimed that he had served the Management for more than 240 days 12 months preceding the date of termination of his services. He disputed the details of the working days given by the Management stated that the Management has given different versions of their case in the Written Statement and in the affidavit of their witnesses. He alleged that the Management has violated the provisions of Section 25-F of the Act and thus the termination of the services of the workman is bad in law.

The workman, in his statement, admitted the contents of the affidavit exhibit W-1 and stated that he had served

the Management from March, 1982 to January, 1989, in total for 470 days. He denied that he had served only upto 1988 and stated that he had not left the job at his own nor the claim of the Management that he had served only for 190 days is not correct. He admitted to have been married, but claimed that he is dependent upon his parents for livelihood. Rishi Pal SDE who appeared as a witness for the Management stated that the workman had served the Management from June 1988 upto January, 1989 and denied his claim that he had served them from March, 1982 to January 1989. He admitted that the Management does not possess the muster rolls for a period prior to 1988. He denied that the workman had served the Management from January, 1988 to Dec., 1988 i.e. for more than 240 days. He failed to show where the muster rolls for that period are as they were keeping the muster rolls only for 5 years only. He admitted that no notice was issued to the workman nor he was served with any charge sheet before the termination of his services. He further denied that any junior of the workman was retained in service.

I have considered the submission made by the parties and have also gone through the record. The pleadings of the parties makes interesting reading. In the Written Statement dated 16th October, 1993, the Management claimed that the workman had served the Management from March, 1986 to November, 1988 i.e. only for 190 days during the span of two years and eight months. Replying to the same averment of the workman the Management in their Written Statement dated 16th October, 1993 stated that the workman had served the Management from Feb., 1988 to January, 1989. According to them in 12 months preceding the date of termination of the services of the workman he had served the Management for 215 days, thus they gave different versions without reconciling the two figures and without giving the basis for their varied statements. Shri G.I. Handa in his affidavit dated 5th October, 1993 and the one filed on 19th May, 1998, he claimed that the workman had served the Management from Feb., 1988 to January, 1989, for 236 days. Shri K.B. Singh another witness of the Management in his affidavit dated 14th Dec., 1994 gave the number of days, the workman served the Management as 236 days but in his subsequent affidavit dated 12th February, 1996 he gave the number of days during which the workman had served them as 207 days. In the earlier affidavit he showed that the workman had worked for the Management in Feb., 1988, but in the subsequent affidavit he claimed that he does not possess the muster rolls of February, 1988, so was not in a position to say as to for how many days the workman had served the Management during Feb., 1988. The workman has claimed that during the month of October, 1988, he had served for 28 days, in December 1988 for 19 days whereas the Management claimed that the workman had served for 17 days in October, and 28 days in December. In any case the sum total comes to the same. Although, the

Management did not produce the muster rolls to support their claim. They also did not produce Sr/Shri K.B. Singh and Shri G.L. Handa, to reconcile their assertion made in the affidavits with Sr/Shri Rishi Pal, SDE who finally appeared as a witness for the Management.

After perusing the pleadings of the parties and the statements of their witnesses I find that the Management has made varied and different statements rebutting the claim the workman as discussed above. At certain stage, they admitted that the workman had served the Management for 29 days in February, 1988 and at other place they claimed that they do not have muster rolls of February, 1988, so they are unable to show as to for how many days the workman had served in Feb., 1988. They further failed to produce the record pertaining to the months of October and December 1988, although the result that variation could have not brought any different situation, as the Management claimed one day less than the workman, in October, 1988, but they gave the number of days, the workman served during December, 1988, one day more than the workman claimed in his statement. If we look at the case from the angle of the workman I find that he by his own admission he has failed to prove that he had served the Management for 240 days 12 months preceding the date of termination of his services. He admitted in his replication and in the affidavit that he had served the Management upto January, 1989. If we count backward from January, 1989, he served the Management for 236 days. Nowhere in his pleadings he claimed that the Management had not given him the credit of Sundays National Holidays or paid holidays. It is to be taken that he has included all these days in the days during which he had served the Management. Thus by his own saying he had not served the Management for 240 days. He claims to have served them from March, 1982 to January, 1989 making the total number of days as 470. The Management has however denied his claim. Even if that claim of the workman is taken to be true, his services before Feb., 1988, cannot be counted for the simple reasons that in terms of Section 25-B of the Act, the working days to be taken into account, should not go beyond 12 months, from the date of termination of services of the workman. In my opinion the workman has failed to show that he had served the Management for 240 days preceding the date of termination of his services thus he is not entitled to the benefits under Section 25-F of the Act. The entitlement of the benefits under that section could only be considered after it was found that the workman had served the Management for a year as defined by Section 25-B of the Act. The claim of the workman is, therefore, not maintainable. The reference is answered against him holding that he is not entitled to any relief. A copy of this award be sent to the appropriate Govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली: 3 जुलाई, 2007

क्र.अम. 2107.-- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के सयुक्त निजीकरण और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण, नं. 11 चण्डीगढ़ के पंचाट (संदर्भ संख्या 1241/2006) को प्रकाशित करती है, जो केंद्रीय सरकार को 3-7-2007 को प्राप्त हुआ था।

[सं. एन. 1201/2002/2005-आई आर(सीएम-11);

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 3rd July, 2007

S.O. 2107.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1241/2006) of the Central Government Industrial Tribunal-Labour Court, No. 11 Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India and their workmen, received by the Central Government on 3-7-2007.

[No. 1.-2201/2002/2005-IR(CM-11)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT NO.-11, CHANDIGARH

SHRI KULDIP SINGH, Presiding Officer

Case I.D. NO.: 1241/2006

Registered on: 30-1-2006

Date of Decision: 11-7-2007

Mohinder Singh & Son Anwarjit Singh Jattan and  
Shri Sanjeev Kumar Bawa, Authorised Representative  
R/o F.N. 2787, Phase 1, Mohalla, Dist. Rupar, Rupar

Petitioner

Verma

District Manager, FCI District Sangrur, Sangrur.

—Respondent

#### APPEARANCES

For the Workman : Mr. S. K. Bansal, Advocate

For the Management : Mr. N.K. Zakhmi, Advocate

#### AWARD

The workman continues to be absent. Mr. Bansal who had been appearing for him states that he has no instructions to appear in the case. The record of the file shows that the workman has never appeared in the case. Only his counsel appeared and that too without authority. The appearance of the Counsel for him was recorded on his filing the memo of appearance. He has however, failed to submit the authority letter from the workman to appear

in the case. It was in these circumstances that summons to the workman were issued under register cover twice vide postal receipt No. 3192 dated 11th of October, 2006 and 3304 dated 20th of February, 2007. The notices sent have not been received back unserved even till date. Thus there is strong presumption that the notices have been received by the workman but he has chosen not to appear. It is in these circumstances that the matter is being disposed of in the absence of the workman.

The following reference was received by this Tribunal from Government of India, Ministry of Labour and Employment:

Whether the action of the Management of Food Corporation of India in terminating the services of Sh. Mohinder Singh, Beldar w.e.f. October, 1992 is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?

As stated above even after getting the notice the workman has not chosen to appear. He has also not filed the claim Petition. There is no evidence on record to support the claim of the workman that he was engaged by the Management and they had terminated his services in Oct, 1992 in violation of provisions of Industrial Dispute Act, 1947 and the Principles of Natural Justice. The workman is therefore, not entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 3 जुलाई, 2007

क.आ. 2108.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम च. II, खण्ड 14 के पंचाट (संदर्भ संख्या 1204/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-7-2007 को प्राप्त हुआ था।

[सं. एल-22012/433/2004-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 3rd July, 2007

S.O. 2108.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1204/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India and their workmen, received by the Central Government on 03-07-2007.

[No. I-22012/433/2004-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

## ANNEXURE

### CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II, CHANDIGARH

PRESIDING OFFICER: SHRI KULDIP SINGH

CASE I.D. No : 1204/2005

Registered on : 3-10-2005

Date of Decision : 11-4-2007

Baldev Singh c/o Shri Amarjit Singh Jattan & Sh. Sanjeev Kumar Bawa, Authorised representative r/o H.N. 2782, Phase 7, Mohalli, Dist Ropar, Ropar.

PETITIONER

Versus

District Manager, FCI, District Sangrur, Sangrur.

RESPONDENT

## APPEARANCE

For the Workman Mr. S. K. Bansal, Advocate

For the Management Mr. N.K. Zakhani, Advocate

## AWARD

The workman continues to be absent. Mr. Bansal who had been appearing for him states that he has no instructions to appear in the case. The record of the file shows that the workman has never appeared in the case. Only his counsel appeared and that too without authority. The appearance of the Counsel for him was recorded on his filing the memo of appearance. He has however, failed to submit the authority letter from the workman to appear in the case. It was in these circumstances that summons to the workman were issued under register cover twice vide postal receipt No 3194 dated 11th of Oct, 2006 and 3304 dated 20th of Feb, 2007. The notices sent have not been received back unserved even till date. Thus there is strong presumption that the notices have been received by the workman but he has chosen not to appear. It is in these circumstances that the matter is being disposed off in the absence of the workman.

The following reference was received by the this Tribunal from Government of India, Ministry of Labour and Employment:

Whether the action of the Management of Food Corporation of India in terminating the services of Sh. Baldev Singh, Beldar w.e.f. October, 1992 is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?

As stated above even after getting the notice the workman has not chosen to appear. He has also not filed the claim Petition. There is no evidence on record to support the claim of the workman that he was engaged by the Management and they had terminated his services in Oct, 1992 in violation of provisions of Industrial Dispute Act, 1947 and the principles of Natural justice. The workman is therefore, not entitled to any relief. The reference is

answered against him. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 3 जुलाई, 2007

क्र.आ. 2109, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में निर्यातकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथवा न्यायालय नं.- 11, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1126/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-07-2007 को प्राप्त हुआ था।

[सं. एन-40012/7/91-आई आर (डी.ए.)]

सुरेंद्र सिंह, डेस्क अधिकारी

New Delhi, the 3rd July, 2007

S.O. 2109.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1126/2005) Government Industrial Tribunal-cum-Labour Court, No. 11, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Department and their workman, which was received by the Central Government on 3-7-2007.

[No. L-40012/7/91-JR (D1)]

SURENDRA SINGH, Desk Officer

#### ANNEXURE

#### CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT-II, CHANDIGARH

PRESIDING OFFICER. SHRI KULDIP SINGH

CASE L.D. No : 1126/2005

Registered on : 22-9-2005

Date of Decision : 3-4-2007

SHRI SINGH S/O SHRI PARBHAT RAM, EX-DAILY  
CASUAL MAZDOOR, O/S SDO TELECOM  
DEPARTMENT OF TELECOM,  
ROHARI

PETITIONER

Versus

TELECOM DEPARTMENT THROUGH DIVISIONAL  
ENGINEER, TET EGRAPHS, GURGAON

RESPONDENT

#### APPEARANCE

For the Workman : SHRI N.P MITTAL

AR

For the Management : SHRI ARUN WALIA  
Advocate

#### AWARD

The Government of India vide their order No.L-40012/7/91 JR(DU) dated 10th Dec., 1991 :

"Whether the action of the Management of Telecom Department relating to Sub-Divisional Office, Rohari, in terminating the services of Shri Sher Singh S/o Shri Prabati Ram, Casual worker w.e.d. 31st January, 1989 is justified, if not what relief he is entitled to?"

The notice of the reference was given to the parties who appeared through their representatives. The workman filed his statement of claim and the Management their Written Statements dated 16th Sep., 1992. They also filed amended Written Statement on 16 October, 1993 and 26th May, 1995. The workman filed the replications dated 22nd March, 1993 and then 27th March, 1996. He also filed his affidavits dated 22nd March, 1993 and 27th March, 1996. The Management filed the affidavit of Shri Rishi Pal, their SDE, besides that of G. L. Janda, the Executive Engineer, who filed two affidavits, one dated 5th October, 1993 and the other dated 25th April, 1994. The Management also filed the affidavits of another T.D.M Rohari, Shri K.B Singh dated 14th Dec., 1994 and 12th Feb., 1996. Among the witnesses who filed the affidavits only the workman Shri Sher Singh and San Rishipal Singh, the witness of the Management, appeared as witnesses for their respective parties.

In short the claim of the workman is that he was engaged as Casual Mazdoor on a permanent job on daily wages, in Feb., 1980 and he served the Management upto 30th January, 1989, with intermittent breaks due to colorable exercise by them; that the Management terminated his services on 31st January, 1989, without giving him notice and without any inquiry, charge sheet or compensation. They also retained his juniors in service, whereas disengaged him, in violation of the provisions of Industrial Dispute Act, hereinafter to be referred as Act, that the disengagement of the workman was illegal, unjustified and an unfair labour practice. The workman has remained without work all through this period and is fully dependent upon his parents for livelihood. He has prayed for passing an award in his favour holding that the disengagement of the workman was bad in law and the workman is entitled to reinstatement in service with full back wages, costs of litigation and interest on the amount so found due.

As noted earlier the Management filed Written Statement and amended it twice. The amended statement of the Management dated 26th May, 1995, is the final Written Statement. According to this, the plea of the Management is that the workman was not employed through Employment Exchange against a regular vacancy. He had regularly worked on muster rolls against the post of an absentee Casual Labourer. The workman was not given a regular appointment. Denying that the workman was engaged in Feb., 1980 or relieved on 30th January, 1989, it is stated by them that the workman had served the management for 175 days from Feb., 1988 to January, 1989.

Claiming that the muster rolls for the period February, 1988 and September, 1988, were not available with them, it is stated by them that the workman had not continuously worked for the Management nor he had served the Management for 240 days preceding 12 months from the date of his disengagement. According to the Management the workman had served them for only 176 days. The Management thus did not violate the provisions of Section 25-F of the Act while disengaging the workman nor they violated the principles of natural justice or rules. They denied the contents of paras 3 to 5 of the Claim Petition and have prayed for dismissal of the reference.

It is on record that the workman also filed two replications, presumably immediately after the filing of the Written Statement by the Management and then after the filing of the amended Written Statements. Both the applications have merged in the final replication dated 27th March, 1996. According to that the workman denied the claim of the Management so made in the Written Statement. He reiterated that he had begun the service with the Management in February, 1980 under SDO Telecom, Rewari as a Casual Mandoor, on muster rolls. According to him the workman had served the Management for 593 days. He further claimed that he had served the Management for more than 273 days 12 months preceding the date of termination of his services. He disputed the details of the working days given by the Management stated that the Management has given different versions of their case in the Written Statement and in the affidavit of their witnesses. He alleged that the Management has violated the provisions of Section 25-F of the Act and thus the termination of the services of the workman is bad in law.

The workman, in his statement, admitted the contents of the affidavit exhibit W-1 and stated that he had served the Management from February, 1980 and 240 days 12 months preceding the date of termination of his services. He denied that he had served only upto November, 1988. He admitted to have been married, but claimed that he is dependent upon his parents for livelihood. Rishi Pal SDE, who appeared as a witness for the Management stated that the workman had served the Management from June 1988 upto January, 1989 and denied the claim that he had served them from January, 1988 to December, 1988 for 240 days. He admitted that the Management does not possess the muster rolls for a period prior to February, 1988 as they keep the muster rolls only for five years. He denied that the workman had served the Management from January 1988 to December, 1988 i.e. for more than 240 days. He failed to show where the muster rolls for that period are, as they were keeping the muster rolls for 5 years. He admitted that no notice was issued to the workman nor he was served with any charge sheet before the termination of his services. He further denied that any junior of the workman was retained in service.

I have considered the submission made by the parties and have also gone through the record. The pleadings of the parties make interesting reading. In the Written Statement dated 16th October, 1993, the Management

claimed that the workman had served the Management from February, 1988 to January, 1989 i.e. only for 236 days. Replying to the same averment of the workman the Management in their Written Statement dated 26th May, 1995 stated that the workman had served the Management from February, 1988 to January, 1989. According to that in 12 months preceding the date of termination of the services of the workman he had served the Management for 176 days. Thus they gave different versions without reconciling the two figures and without giving the basis for their varied statements. Shri G.L. Handa in his affidavit dated 5th October, 1993 and the one filed on 19th May, 1994, he claimed that the workman had served the Management from February, 1988 to January, 1989, for 215 days. Shri K.B. Singh another witness of the Management in his affidavit dated 14th December, 1994 gave the number of days the workman served the Management as 215 days but in his subsequent affidavit dated 12th February, 1996, he gave the number of days during which the workman served them as 176 days. In the subsequent affidavit he claimed that he does not possess the muster rolls of February, 1988, so was not in a position to say as to for how many days the workman had served the Management during February, 1988. The Management did not produce the muster rolls to support their claim. They also did not produce S/Shri K.B. Singh and Shri G.L. Handa, to reconcile their assertions made in the affidavits with that of Shri Rishi Pal, SDE who finally appeared as a witness for the Management.

After perusing the pleadings of the parties and the statements of their witnesses I find that the Management has made varied and different statements. They further failed to produce the record pertaining to the months of February, and September, 1988, although the result of that variation could not have brought any striking difference, as the Management claimed one day less than claimed by the workman, in October, 1988, but they gave the number of days, the workman served during December, 1988 as one day more than the workman claimed in his statement.

If we look at the case from the angle of the workman I find that he by his own admission has failed to prove that he had served the Management for 240 days. He claimed to have served the Management for 29 days in February, 1988, a fact which was admitted by Shri K.B. Singh in his affidavit dated 14th December, 1994 and by Shri G.L. Handa in his affidavit dated 5th October, 1993. Similarly both Shri Handa and Shri K.B. Singh also admitted that the workman had served the Management for 10 days in May, 26 days in June, but the third witness for the Management Shri Rishi Pal, denied the workman having served the Management in the months of March, April, May and February. He further claimed that the muster rolls of February, was not available with them. Mr. Rishi Pal claimed that they do not preserve the muster rolls for more than 5 years. If that is so then the Management was in possession of the muster rolls in the year 1993 and 1994 since the muster rolls for the year 1988 were within the period of five years, as is claimed. It is noted earlier that the Management has not given any

cogent reason for having withdrawn the admission that the workman had served the Management for 29 days in February, 1988, for 10 days in May and for 26 days in June. All the witnesses of the Management had maintained that the workman had not served them in September, 1988 whereas the workman has claimed that he had served them for 30 days in September, 1988. He claimed in his replication and in the affidavit that he had served the Management upto January, 1989. If we count back from January, 1989, he served the Management for 216 days he has failed to show, by any evidence, much less cogent evidence that he had served the Management for 240 days. Nowhere in his pleadings he claimed that the Management had not given him the credit of Sundays, National Holidays or paid holidays. It is to be taken that he has included all these days in the total days during which he had served the Management. Thus by his own admission and failure to prove that he had worked in September, 1988 also. He claims to have served them from February, 1988 to January, 1989 making the total number of days as 597. The Management has however, denied his claim. Even if that claim of the workman is taken to be true, his services before February, 1988, cannot be counted for the simple reasons that in terms of Section 25-B of the Act, the working days to be taken into account, should not go beyond 12 months, from the date of termination of services of the workman. In my opinion the workman has failed to show that he had served the Management for 240 days preceding the date of termination of his services. Thus he is not entitled to the benefits under Section 25-F of the Act. "The entitlement of the benefits under that section could only be considered after it was found that the workman had served the Management for a year as defined by Section 25-B of the Act. The claim of the workman is, therefore, not maintainable. The reference is answered against him holding that he is not entitled to any relief. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion."

KULDIP SINGH, Presiding Officer

भई दिल्ली, 4 जुलाई, 2007

क्र.आ./2110.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ पटियाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय सं.-II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1113/2005) की प्रकाशित करती है, जो केन्द्रीय सरकार को 4-7-2007 को प्राप्त हुआ था।

(सं. एल. 12012/133/91-आई आर (बी-III)/बी I)

अजय कुमार, डेस्क अधिकारी

New Delhi, the 4th July, 2007

S.O. 2110.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1113/2005) of the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh as shown in the Annexure in

the Industrial Dispute between the management of State Bank of Patiala and their workmen, received by the Central Government on 4-7-2007.

[No. L-12012/133/91-IR(B-III)/B-I]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESIDING OFFICER: SHRI KULDIP SINGH

CASE ID. No : 1113/2005

Registered on : 22-09-2005

Date of Decision : 3-04-2007

Ranesh Singh S/o Shri Banarsi Lal, Ex-Sweeper, State Training Centre R/O 1731, Phase VII, Mohali

...Petitioner

VERSUS

The Regional Manager, State Bank of Patiala

...Respondent

#### APPEARANCE

For the Workman : Shri Hardial Singh Hundal,  
Advocate

For the Management : Mr. N.K. Zakhmi,  
Advocate

#### AWARD

The following reference was received from Government of India Ministry of Labour *vide* their Order No. L-12012/133/91-IR(B-III) dated 18th July, 1991:

"Whether the action of the Management of State Bank of Patiala in terminating the services of Shri Ranesh Singh S/o Shri Banarsi Lal, Ex-Sweeper of the State Bank of Patiala, Panchkula w.e.f. 4th April, 1986 is legally valid and justified? If not, to what relief the workman is entitled to and from which date?"

The notice of the reference was given to the parties who appeared through their Counsel. The workman filed his statement of claim by which he claimed that he was appointed as a Sweeper on 10th August, 1985, in the scale of 450 and he served the Management upto 4th April, 1986 on which day his services were terminated by the Management with *maufa fides* and by an action which was arbitrary, discriminatory and unjustified. The Management violated the provisions of Section 25-F of the Industrial Disputes Act, 1947, hereinafter to be referred, for brevity, as Act. They further committed violation of the provisions of the Act by appointing Shri Chander Mohan, after terminating the services of the workman. The Management further violated the provisions of Model Standing Order as he was not regularized in service although he had put in 240 days service to the Management whereas as per Model



Standing Orders, he was to be regularized in service, after he put in ninety days service. The workman has prayed for grant of relief of reinstatement, back wages and continuity in service.

After the Management filed the Written Statement, the workman filed the replication by which he submitted that since the Management violated the provisions of Section 25-B and F of the Act, therefore, the reference is maintainable. He further denied the claim of the Management that the reference is not maintainable for non-joinder of necessary parties and submitted that the Chief Inspector and the Regional Manager, were the employees of the Management Bank, therefore, the petition against the Management is maintainable. He also denied that the workman is late in raising the claim. In reply to the averments made in the Written Statement, the workman reiterated the facts already stated in the Claim Petition and submitted that since he was working against a permanent post, therefore, his claim is maintainable. He denied other assertions made by the Management in the Written Statement.

The Management has put up their case through their Written Statement. They have taken preliminary objections to the maintainability of the reference stating that since the workman did not serve the Management for 240 days and thereby did not fulfill the conditions so as to be called as a workman therefore, he has no right to maintain the claim. It is also their submission that the reference is bad for non-joinder and mis-joinder of the necessary parties as the workman should have made the claim through the principal employer, which he has failed to do. On merit it is their submission that the workman was only a part timer, purely on temporary basis. He served the Management only for 229 days. He was, therefore, not a workman and so not entitled to the benefit under Section-25-B and F of the Act. It is also their claim that the action of the Management, to disengage him was justified. They denied that they have engaged any part time sweeper in their service.

The workman filed his affidavit in support of his claim whereas the Management filed the affidavit of Shri Anurag Sareen, their Chief Manager. They have also placed on record the photo copy of the office memo. Both, the workman and Shri Anurag Sareen witness of the Management, appeared as witness in the case for their respective parties.

I have gone through the file and have also considered the opposing claims of the parties. The statements made by the workman and the witness for the Management have also been perused by me.

The basic condition, required to be fulfilled, by the workman so as to get the relief is that he was a workman as defined by the Act. In his own pleadings he stated that he had served the Management from 4th April, 1986 upto 10th August, 1985, on a salary of Rs.450 per month. If we count these days the workman did not serve the Management for 240 days. According to the Management the workman had

served only for 229 days. They have given the detail, in the affidavit of their witness Anurag Sareen. According to them the workman did not serve from 10th October to 14th Oct., 1985 and then from 1st Feb., to 5th Feb., 1986. Even if we do not accept their this claim yet when take whole of the period, during which the workman claims to have served the Management it comes out to be 238. This period includes all Sundays, National Holidays and other paid holidays. Thus the workman has failed to show that he had served the Management for 240 days and that they violated the provisions of Section 25-F of the Act before terminating his services. The admission of the Management that they had not paid any compensation to the workman before terminating his services nor had held an inquiry against him or served any charge sheet on him, is also not helpful to the workman since he has failed to prove the basic requirement of having served the Management for 240 days, twelve months preceding the date of termination of his services.

The Learned Counsel for the workman then argued that the Management resorted to unfair labour practice as they did not allow the workman to complete the service of 240 days. In support of his claim he has not produced any evidence. To presume that since the Management disengaged the workman, therefore, they did not allow him to work to complete the service of 240 days so as to be called as workman. The workman has produced no evidence to show that he was forced to leave the job. This plea is, therefore, not available to the workman.

The other claim made by the workman is under Section 25-G & H. According to him, after terminating his services the Management engaged Shri Chander Mohan who has been now recommended for regularization. The Management has denied this claim of the workman. The workman has not produced any evidence to show that Chander Mohan was engaged by the Management that too after terminating the services of the workman. In his statement he did not refer to this claim of his and, as stated earlier he has not produced any evidence to show that Chander Mohan was engaged by the Management after the termination of his services. There is a copy of the office note marked A, on record which reads that one Chander Mohan was working with the contractor, who was providing the work force for sweeping the premises to the Management and who had offered to work for the Management on half of the wages the Management was paying to the contractor. There is, however, no proof to show that the note submitted by the Chief Inspector to the Management on 10th May, 1990, was approved by the higher authorities and Shri Chander Mohan was engaged. Thus I find that all the claims made by the workman are not proved by him, therefore, he is not entitled to any relief. The reference is answered against him. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 4 जुलाई, 2007

क्र.अ. 2111.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मी.पी.डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 126/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4.7.2007 को प्राप्त हुआ था।

[सं.एल-42012/156/2003-आई आर (ओएम II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 4th July, 2007

S.O. 2111.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 126/2004) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Central Public Works Department, and their workmen, received by the Central Government on 4.7.2007.

[No. I-42012/156/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

#### ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT-II, NEW DELHI

PRESIDING OFFICER : R. N. RAI

I.D. No. 126/2004

#### IN THE MATTER OF:

Shri Nagender Kumar (Pump Operator),  
Cro. All India CPWD (MRM), Karanchari Sangathan  
(Regd.), 4823, Balbir Nagar Extension, Gali No. 13,  
Shahdara, Delhi - 110032.

#### Versus

1. The Director General of Works,  
CPWD, Nirman Bhawan,  
New Delhi.
2. The Executive Engineer,  
Elect. Division - II, CPWD, IARI, Pusa,  
New Delhi - 110012.

#### AWARD

The Ministry of Labour by its letter NO.I-42012/156/2003 (IR (CM-II)) CENTRAL GOVERNMENT Dated 9-8-2004 has referred the following point for adjudication. The point runs as hereunder :—

"Whether the contract between the management of CPWD and their contractor is sham? If so, the demand of the All India CPWD (MRM) Karanchari Sangathan for regularisation/absorption of the services of Shri Nagender Kumar, Pump Operator is legal and

justified? If yes, to what relief the workman is entitled and from what date."

The workman applicant has filed statement of claim. In the statement of claim it has been stated that the workman Shri Nagender Kumar, S/o. Shri Pirangi Lal is working as Pump Operator on contract labour with the respondent/management through contractor M/s. Anand and Company, 15/32, East Punjabi Bagh, New Delhi - 110026. The workman has been working with the respondent management with effect from May, 1996 to execute the maintenance works in the establishment of the respondent/management at IARI, Pusa, New Delhi.

That the workman has put in more than 240 days in each year in service under the respondent/management and also in the 12 months preceding the termination of his services.

That the workman has been in continuous employment with the respondent/management ever since his initial appointment. That although the respondent management has changed its contractors several times since then the services of the workman have been continuous.

That till date no seniority list has been maintained by the respondent/management or even for that matter by the contractor.

That the workman has been performing all the duties of operator/pump operator as has been described in the CPWD workman. The duties performed by the workman are essentially the same as are being performed by the regular employees of the CPWD.

That the work done by the workman is of an essential and permanent nature and the establishment of the management cannot operate effectively or at all without the service of pump operator/operator. The work of the workman is directly connected with the day-to-day functioning of the electrical division in which the workman is employed and are essential for its existence.

That though on paper it is depicted as if the workman herein is the employee of the contractor but in reality the contractor is a mere sham entity designed to deny the status of permanency to the workman and other similarly situated contract labour. That contract between the contractor and the management is not genuine but just a smoke screen to defeat the provisions of various beneficial legislations designed to protect the interests of workers.

That in day-to-day working, instructions to do any task is given by the engineers of the CPWD as to what task is to be done and how it is to be done. At no point of time during his employment is the work of the workman ever supervised by the contractor or any of his employee but at all points of time the workman was under the direct supervision and control of the CPWD.

That the management has been continuing the workman as a contractual labour since years even though vacant sanctioned posts are available with the management but the management instead of employing the workman



and other similarly situated workman for work which is essential of a permanent nature has been surrendering the same.

The management has filed written statement. In the written statement it has been stated that the claim petition instituted by claimant is absolutely wrong, misconceived and is filed in abuse to the process of law.

That the claim petition is liable to be dismissed as claimant does not have any locus standi to file the same against the answering respondents.

That the present claim petition is liable to be dismissed as no cause of action have ever been arisen in favour of the claimant against the answering respondents.

That the claim petition is liable to be dismissed in view of the Contract Labour (Regulation & Abolition) Act, 1970 and also there is no relationship of employees and employer between the management and the alleged workman.

That the claim of the applicant is liable to be dismissed in view of the Hon'ble Supreme Court's judgment dated April 10, 2006 in CA No. 3595-3612/99 with CA No. 1861-2063/2001, 3849/2001, 3520-3520-3524/2002 and CA No. 1968/2006 arising out of SLP No. 9103-9105 of 2001 in the case of Secretary, State of Karnataka and Ors. Vs. Uma Devi and Ors. wherein Hon'ble Court has held that contract/casual workers have no right of regularization because they are not engaged by following proper procedure of recruitment.

It is further submitted that the alleged workman has never been employed by the CPWD. The workman was admittedly engaged by the contractor to whom the contract was awarded (registered contractor) by the CPWD on work basis.

It is further submitted that the alleged workman has never been employed by the respondents, hence completion of 240 days of service as claimed by the alleged workman does not arise. The provision of 240 days is applicable in case of casual workers of CPWD. The claimant is not even a casual worker of CPWD rather he is a contractor's worker.

It is further submitted that alleged workman is employee of contractor and there is no direct relationship of employee and employer between the respondents and workman. Therefore, the workman is not entitled for any benefits and protection provided under I.D. Act, 1947. Hence question does not arise for maintaining seniority of the applicant by the answering respondent.

It is further submitted that the respondents are acquainted with the works as per the terms of the contract which were awarded to the contractor. There is no direct supervision and control of the management over the contract labour.

It transpires from perusal of the order sheet that the case was fixed on 1-3-2007 for rejoinder and affidavit. The workman did not turn up on 1-3-2007, 5-4-2007, 3-5-2007, 30-5-2007 and 28-6-2007. Rejoinder and affidavit has not

been filed. The opportunity of filing rejoinder and affidavit was closed on 28-6-2007.

The workman applicant has filed this case for regularization/absorption as he was a contract worker. The claim does not disclose the tenure of services of the workman through the contractor.

The workman has not filed any document or affidavit to prove that he worked under the control and supervision of the management. He has failed to prove the claim statement.

The reference is replied thus :

The contract between the management of CPWD and their contractor is not shown. The demand of the All India CPWD (MRM) Karamchari Sangathan for regularization/absorption of the services of Shri Nagender Kumar, Pump Operator is neither legal nor justified. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date : 29-6-2007

R. N. RAI, Presiding Officer

नई दिल्ली, 4 जुलाई, 2007

का.आ. 2112.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधकों के संबद्ध नियोजकों और उनके कार्यों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण असनसोल के पंचाट (संदर्भ संख्या 70/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4.7.2007 को प्राप्त हुआ था।

[सं. एल-22012/426/1998 आई आर (सी-11)]

अजय कुमार गौर, डेस्क अधिकारी

New Delhi, the 4th July, 2007

S.O. 2112.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 70/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of E.C.L. and their workman, which was received by the Central Government on 4-7-2007.

[No. 1-22012/426/1998-IR (C-11)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL  
TRIBUNAL-CUM-LABOUR  
COURT, ASANSOL.

PRESENT:

Sri Md. Sarfaraz Khan, Presiding Officer.

REFERENCE NO. 70 OF 1999.

PARTIES:

The Agent, Bejdih-Methani Collieries, of E.C.L., Methani, Rudwan.

Vrs.

The Asstt. General Secretary, Koyala Mazdoor Congress,  
Asansol, Bardwan

**REPRESENTATIVES:**

For the management : Sri P. K. Goswami,  
Advocate.  
For the union (Workman) : Sri R.K. Tripathi, Chief  
Organising Secretary,  
Koyala Mazdoor  
Congress, Asansol.

INDUSTRY: COAL. STATE: WEST BENGAL.

Dated the 19-6-2007.

**AWARD**

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/426/98-IR(CM-II) dated 9-7-1999 has been pleased to refer the following dispute for adjudication by this Tribunal.

**SCHEDULE**

"Whether the action of the management of Patmohana Colliery of M/s. BCL in dismissing Sh. Budhraj Majhi, Line Mazdoor from service is justified? If not to what relief is the workman entitled?"

After having received the Order No. L-22012/426/98-IR(CM-II) dated 9-7-1999 of the aforesaid reference from the Govt. of India, Ministry of Labour, New Delhi, for adjudication a reference case No. 70 of 1999 was registered on 23-07-99/18-09-07 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and file their written statements along with the relevant documents and a list of witnesses in support of their claims. In compliance of the said order notices by the registered post were issued to the parties concerned. Sri P.K. Goswami, Advocate and Sri R.K. Tripathi, Chief Organising Secretary of the union appeared in the Court representing the Management and the union respectively.

2. In brief compass the case of the union as set forth in its written statement is that Sh. Budhraj Majhi, was a regular employee of Patmohana Colliery having his designation as Line Mazdoor of Patmohana Colliery. The main case of the union is that the said delinquent employee was absent from his duty with effect from 21-8-97 to 3-11-97 and accordingly a charge sheet was issued on 1-11-97 to which the workman concerned had replied stating therein that his absence was due to physical unfitness. The further case of the union is that the workman had pleaded during the enquiry proceeding that he had been undergoing the medical treatment due to his illness and in support thereof he had already submitted medical certificate granted by his attending physician Dr. V.S. Verma, GAMS Regn. No. 30655. The delinquent employee was absent from his duty for period of less than three months and in many cases management has considered reinstatement of the

workmen who were absent for more than six months to one year.

3. It is also the case of the union that the punishment of dismissal is the extreme one and too harsh and disproportionate to the gravity of alleged misconduct.

It is further claimed that no second show cause notice was served on the workman and he was not rightly dismissed which is against the verdict of the Supreme Court. The absence of the workman concerned from his duty was due to his sickness which was beyond his control and in support of his said contention required medical certificate had been produced. The poor attendance of the workman during the previous year was also due to his sickness and family catastrophe and hence beyond his control. A relief for his reinstatement in his service with full back wages and all consequential benefits arising there from with effect from the date of his dismissal has been sought for.

On the other hand the defence case of the management as per the averment of the pleadings in short is, that the workman concerned committed misconduct absenting himself from his duty without leave for which he was charge sheeted and the management decided to conduct a departmental enquiry over the matter and accordingly an enquiry officer was appointed to conduct the enquiry on the basis of the charge sheet. Sufficient opportunity was given to the workman to defend himself for the sake of natural justice.

6. The further defence case of the management is that the enquiry officer had sent notices of enquiry and the workman had pleaded his guilt. After concluding the enquiry the enquiry officer found the charges proved and finally submitted his report to the authority concerned who after perusing the enquiry report, past performance and other documents, approved dismissal of the delinquent employee and accordingly he was dismissed. Absenteeism without permission is said to be the habit of the workmen in coal industry which is required to be restrained for the sake of national interest as well as for the interest of the public sector. Union ought to have taken part by discharging their lawful duties and in no circumstance the union should encourage any of its workmen to adopt any such way which may be harmful to the company.

7. It is also the case of the management that on certain occasions the concerned workman was charge sheeted for the same act of misconduct and punishment of stopping increments were inflicted. It is also claimed that the plea of sickness taken in their written statement is a lame excuse for the purpose of condoning unauthorized absence. The management has arranged many doctors, hospitals to provide proper medical aid to its employees but the concerned workman did not report to any of the doctors or hospital. The story of treatment made in this written statement is concocted and not trust worthy. The union is put to prove the same strictly. Hence it is prayed that your honour may be pleased to hold that dismissal of Budhraj Majhi was justified and legal and the workman concerned is not entitled to any relief or relief's sought for.

8. In view of the pleadings of both the parties and the materials available on the record I find certain facts which are admitted one. So before entering into the discussion of the merit of the case I would like to mention those facts which are directly or indirectly admitted by the parties.

9. It is the admitted fact that the delinquent employee Rudraj Majhi was a permanent employee of the company working as Line Mazdoor at Patnoshana Colliery of M/s. Eastern Coalfields Limited.

10. It is the further admitted fact that the workman concerned was absent from his duty with effect from 21-8-97 to 13-11-97 without any leave, prior permission or information to the management.

11. It is also the admitted fact that a domestic enquiry was conducted by an enquiry officer and the workman had duly participated in the enquiry proceeding and sufficient opportunity was given to defend himself and in the domestic enquiry the workman concerned was held guilty for the only charge of an unauthorized absence for the relevant period amounting to misconduct under clause 17(n) of the Model Standing Order. It is apparently clear from the record that there is no charge sheet against the workman for being habitual absentee.

12. It is also clear from the statement of the workman before the enquiry officer that he was seriously ill and was under the treatment of a private practitioner Dr. Vijay Shankar Verma during the relevant period of absence from his duty and the Medical Certificate of treatment and fitness had been filed during the course of enquiry.

13. It is the settled principle of law that the facts admitted need not be proved. Since all the aforesaid facts are admitted one, so I do not think proper to discuss these facts in detail.

14. The record further goes to show that on 23-04-2002 a hearing on the preliminary point of validity and fairness of the enquiry proceeding was made. Since the fairness and validity of the enquiry proceeding was not challenged and the then Presiding Officer did not find any invalidity or unfairness in the enquiry proceeding, the enquiry proceeding was held to be fair and valid and the case was fixed for final hearing on the merit of the case. The final hearing of the case was made on 31-8-2005 and the award was kept reserved for order.

15. On perusal of the record it transpires that none of the parties has examined any oral witness in support of its case. The management has filed the Xerox copies of the charge sheet dated 1.11.97 with the explanation of the workman concerned, copies of the enquiry proceedings together with the enquiry report with its findings, letter of dismissal dated 17/12-2-98. These all documents are admitted one as the correctness or genuineness of these documents have not been challenged by the side of the union and these documents have been officially issued in course of day to

day function. Likewise the union has filed the Xerox copy of the Medical Certificate of the workman concerned showing his fitness to join his duty. The management has pleaded that the plea of sickness taken by the union is a lame excuse and the story of treatment is said to be concocted and not trustworthy.

16. It is quite clear from the Enquiry Proceedings and its report that the delinquent employee had received the charge sheet and had participated in the enquiry proceedings. He has categorically admitted in his statement before the enquiry officer that he did not send any information to the management about his illness and during the said relevant period he was absent from his duty as he was undergoing the treatment by a private doctor for which the medical certificate was produced.

17. Having gone through the entire facts, circumstance, enquiry proceedings and the findings of the enquiry officer I find that the delinquent employee was admittedly absent from his duty w.e.f. 21-8-97 to 1-11-97 continuously without any leave, prior permission and information to the management. The enquiry officer has rightly held him guilty for an unauthorized absence under clause 17(1) (n) of the Model Standing Order applicable to the establishment and in view of the aforesaid prevailing facts the delinquent employee deserves some suitable punishment for the alleged proven misconduct as provided in the Model Standing Order.

18. Now the only main point in issue for consideration before the court is to see as to how far the punishment awarded to the concerned workman by the management is just, proper and proportionate to the alleged nature of the proved misconduct.

19. Heard the learned lawyer for the management and the union representative in detail on the aforesaid points in issue. It was submitted by the union that it is a simple case of an unauthorized absence for more than two months only and the absence from duty during the relevant period is duly explained and the reasons of absence supported with the medical certificate is relevant and satisfactory. It was further submitted that the workman concerned has got unblemish record during the service tenure and there is no charge of habitual absence against him and that is why no any chit of paper has been filed to show that previously he was punished or charge sheeted for the same offence. The enquiry officer has also not whispered a word in this regard in his findings. These all prevailing facts and circumstance go to indicate that it is the first offence of the workman concerned which has been sufficiently explained and supported by the medical certificate indicating the compelling circumstance beyond the control of the workman concerned. It was vehemently argued that a simple case of unauthorized absence for two months can not be said to be a gross misconduct. The attention of the court was drawn towards the provisions of the Model Standing Order where the extreme punishment prescribed is dismissal

as per the gravity of the misconduct and it was claimed that the extreme penalty can not be imposed upon the workman in such a minor case of alleged misconduct of an unauthorized absence. The points of argument appears to be reasonable and convincing.

20. It has been several times clearly observed by the different Hon'ble High Courts and the Apex Court as well that before imposing a punishment of dismissal it is necessary for the disciplinary authority to consider socio-economic background of the workman, his family background, length of service put in by the employee, his past records and other surrounding circumstances including the nature of misconduct and lastly the compelling circumstance to commit the misconduct. These are the relevant factors which must have to be kept in mind by the authority at the time of imposing the punishment which of course has not been done by the competent authority in this case.

21. Admittedly the delinquent employee is an illiterate man of weaker section of the society who is undoubtedly financially weak and poor who has suffered a lot for more than eight years for a minor misconduct of unauthorized absence for more than two months under the compelling circumstance beyond his control. It is apparent from the record that there is no charge of habitual absenteeism against him and it is the first offence. Apart from this the workman has got an unblemish record as no evidence or document has been produced by the management in this regard. The attention of the court was drawn by the union towards the provision of the Model Standing Order laid down under clause 27(1) (page 15) where various minor punishment have been prescribed to be awarded according to the gravity of the misconduct. I fail to understand as to why only maximum punishment available under the said clause should be awarded in the present facts and circumstances of the case. It has been observed by the Apex Court that justice must be tempered with mercy and that the delinquent workman should be given an opportunity to reform himself and to be loyal and disciplinary employee of the management. It is further clear from the record that no second show cause notice had been issued to the workman before imposing the punishment of dismissal of the concerned workman which is the direct violation of the mandate of the Apex Court. In this regard a circular was also issued by the management for implementation of the mandate of the Apex Court but the disciplinary authority violated the direction as well and denied the principle of natural justice.

22. However, I am of the view that the punishment of dismissal for an unauthorized absence under the compelling circumstance for a short period and without

any *malafide* intention is not just and proper, rather it is too harsh a punishment which is totally disproportionate to the alleged proven misconduct. Such a simple case of misconduct should have been dealt with leniently by the management. In this view of the matter I think it just and proper to modify and substitute the same by exercising the power under clause 11(A) of the I.D. Act, 1947 in order to meet the ends of justice and as such this impugned order of dismissal of the concerned workman is hereby set aside and he is directed to be reinstated with the continuity of the service. In the light of facts, circumstance and the proven misconduct for which the punishment of dismissal was awarded to the workman concerned, I think it appropriate that the delinquent employee be imposed a punishment of stoppage of three increments without any cumulative effect. It is further directed that the workman concerned will be entitled to get only 40% of the back wages which will serve the ends of justice. Accordingly it is hereby.

#### ORDERED

that let an "Award" be and the same is passed on contest in favour of the workman concerned. Send the copies of the award to the Government of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 4 जुलाई, 2007

का.आ. 2113,—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.ट्रब्युनल, लॉ. के प्रबंधन के संबंध नियंत्रकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 नई दिल्ली के पंचाद (संदर्भ संख्या 166/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-7-2007 को प्राप्त हुआ था।

[सं. एन 43012/232/2003-आई आर (सीएम-11)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 4th July, 2007

S.O. 2113. In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 166/2004) of the Central Government Industrial Tribunal—Labour Court, No. 2 New Delhi as shown in the Annexure in the Industrial Dispute between the management of CPWD and their workmen, received by the Central Government on 4-7-2007.

[No. L-43012/232/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

## ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT-II, NEW DELHI

R. N. RAI, Presiding Officer

I.D. No. 166/2004

IN THE MATTER OF:

Shri Sunil Kumar (Generator Operator),  
C/o. All India CPWD (MRM),  
Karamchari Sangathan (Regd.),  
4823, Balbir Nagar Extension,  
Gali No. 13, Shahadra,  
Delhi-110032

Versus

The Executive Engineer, ED-IV,  
CPWD, I.P. Bliawan, ITO,  
New Delhi.

## AWARD

The Ministry of Labour by its letter No.L-42012/232/  
2003 (IR (CM-II) Central Government dt. 3-11-2004 has  
referred the following point for adjudication.

The point runs as hereunder :-

"Whether the demand of All India CPWD (MRM)  
Karamchari Sangathan for reinstatement and regu-  
larization of Shri Sunil Kumar, S/o. Shri Prem Kumar,  
Generator Operator in the Organization of CPWD is  
legal and justified? If yes, to what relief is the work-  
man entitled and from which date."

The workman applicant has filed statement of claim.  
In the statement of claim it has been stated that the workman  
Sunil Kumar Singh, S/o. Shri Prem Singh had been working  
as operator on contract labour w.e.f. 1st November, 1994  
as contract labour at the premises of the above said  
management for the work of maintenance and running of  
generator sets at CAG office, New Delhi through contractor.

That the services of the workman were terminated  
w.e.f. 12th February, 2002 in complete violation of the pro-  
visions of Section 25 F, G and H of the ID Act, 1947.

That the workman had been in continuous employ-  
ment with the respondent management ever since  
his initial appointment. That although the respondent  
management has changed its contractors several times since  
then the services of the workman have been continuous.

That till date no seniority list has been maintained  
by the respondent management or even for that matter by  
the contractor.

That the workman has been performing all the  
duties of operator as has been enumerated in the CPWD  
work manual. The duties performed by the workman are  
essentially the same as are being performed by the regular  
employees of the CPWD.

That the work done by the workman is of an essen-  
tial and permanent nature and the establishment of the  
management cannot operate effectively or at all without  
the services of a wireman. The work of the workman is  
directly connected with day to day functioning of the elec-  
trical division in which the workman is employed and are  
essential for its existence and functioning.

That though on paper it is being depicted as if the  
workman herein is the employee of the contractor but in  
reality the contractor is a mere sham entity designed to  
deny the status of permanency to the workman and other  
similarly situated contract labour. The contract between  
the contractor and the management is not genuine but just  
a smoke screen to defeat the provisions of various benefi-  
cial legislations designed to protect the interests of  
workers.

That the day to day working, instructions to do any  
task is being given by the engineers of the CPWD as to  
what task is to be done and how it is to be done. At no  
point of time during his employment was the work of the  
workman ever supervised by the contractor or any of his  
employees but at all points of time the workman is under  
the direct supervision and control of the CPWD.

That the very fact that the workman during the course  
of his employment since November, 1994 has been con-  
tinuously working under the same management but under  
different contractors shows that there is an actual employer-  
employee relationship between the CPWD and the work-  
man herein and the contractor is a mere sham entity so that  
the workman is denied the status and privileges of regular  
employment and remain as contractual labour for his  
entire life.

That the management has been continuing the work-  
man as a contractual labour since years even though  
vacant sanctioned posts are available with it. But the man-  
agement instead of employing the workman here in regular  
employment against those vacancies has been surrender-  
ing the same.

That, therefore, it is abundantly clear that the work-  
man had been directly working under the CPWD itself as  
well as other similar establishments regular employees are  
appointed to work as operator.

That by its action the management is also guilty of  
commission of unfair labour practices as enumerated in  
schedule 5 of the ID Act, 1947.

The management has filed written statement. In the  
written statement it has been stated that the services of the  
workman were terminated on 12th February, 2002 is a sub-  
ject matter between the contractor and the applicant. This  
office does not know anything about it. However, the work  
is not of permanent nature.

That the workman had been engaged by the con-  
tractor on work to work basis and is a contract labour of  
the contractor. The employment of the worker with various  
contractor is a pure business thinking of the workman and  
this department do not have any record for this.

That no seniority is maintained by the CPWD man-  
agement for the worker of contractors and worker was un-  
der the employment of different contractors as has been  
stated by him under Para 4 and thus question of his senior-  
ity does not arise with the contractor/contractors.

That the applicant is a contract labour and not directly engaged by management; hence no comments can be made about the duties performed by him. However, the contract made for operation of DG set at CAG building during 1999-2009 limits the work to operation of DG set only whereas the operator (E & M) as per CPWD manual Vol.-III is responsible to carryout duties not limited to DG set as can be seen from the extract attached (Annexure-A).

The applicant Shri Sunil Kumar has stated under Para 2 (statement of claim on behalf of workman) as having worked as operator whereas he is referring about the services of wireman under this i.e. Para 7.

That the management does not have any direct employer-employee relationship with the applicant. CPWD has on work of its own. It only takes works for maintenance of buildings etc. of Government of India. The CPWD awards the work to the contractors, who are found fit to do the job. It is up to the contractor, how the job is executed. CPWD do not undertake direct supervision of the work and do not maintain any records of contract workers.

CPWD has no work of his own. It only takes works for maintenance of buildings etc. of Government of India. The CPWD awards the work to the contractors, who is found fit to do the job. It is up to the contractor, how the job is executed. CPWD do not undertake direct supervision of the work and do not maintain any records of contract workers.

It transpires from perusal of the order sheet that the workman was given opportunity to file rejoinder and affidavit on 15-03-2007, 03-05-2007, 05-06-2007 and 28-06-2007. The workman was not present. On all the dates mentioned above he failed to file rejoinder and affidavit after sufficient opportunity given. The opportunity of filing rejoinder and affidavit was closed.

The case of the workman is that he was engaged as contract labour. He worked under the control and supervision of the management. The management did not regularize the workman. The case of the management is that the workman may have worked under the contractor. He worked under the control and supervision of the contractor. The duties were assigned to him by the contractor. He was contractor's workman. The workman has not filed any document in support of his claim statement.

The reference is replied thus :—

The demand of All India CPWD (MRM) Karamchahi Sangathan for reinstatement and regularization of Shri Sunil Kumar, S/o Shri Prem Kumar, Generator Operator in the organization of CPWD is neither legal nor justified. The workman applicant is not entitled to get any relief as prayed for.

The award is given accordingly.

Date: 29-06-2007.

R. N. RAI, Presiding Officer

नई दिल्ली, 4 जुलाई, 2007

का.आ. 2114.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार सिडिकोट बैंक के प्रबंधन के संबद्ध नियोक्तों और 3-नर्क कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय नं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 767/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-07-2007 को प्राप्त हुआ था।

[मं. प्ल-12012/33/2002-आईआर (बी II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, 4th July, 2007

S.O. 2114. In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 767/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2 Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 02-07-2007.

[No. L-12012/33/2002-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

# **CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH**

Presiding Officer: Shri Kuldip Singh

CASE I.D. NO : 767/205

Registered on: 5-9-2005

Date of Decision: 5-1-2007

Bhola Devi C/o Shri B. P. Rana, House No. 2703,

Sector-38-C, Chandigarh

.....Petitioner

versus

The Assistant General Manager, Syndicate Bank, Samjini House, 6-Bhagwan Dass Road, New Delhi

... Respondent

## **APPEARANCE**

For the Workman : Mr. R. P. Rana, Advocate

For the Management : Shri Gopal Mahajan and  
Vipin Mahajan, Advocates.

## **AWARD**

The workman continues to be absent. Management appears through counsel. The workman has remained absent since 4th July, 2006. It was in these circumstances that the directions were issued to issue notice to the workman and a notice under R-C was issued to the workman under Postal Receipt No. 3389 on 19th October, 2006. The notice issued to the workman has not been received back unserved, rather the workman appeared in the Tribunal



on 3rd November and a fresh notice was served upon her, against her signatures, on the interim sheet on 3rd November, 2006. Despite that she did not appear on the next date fixed for 12th January, 2007. From this the Tribunal is satisfied that the workman is not interested to prosecute her case that is why she has remained absent on all these dates.

The Government of India vide their Order No. L/120/233/2002-IR(R-F) dated 18th June, 2002 referred the following matter for the consideration of this Tribunal:—

“Whether the action of the Management of Assistant General Manager, Syndicate Bank, New Delhi in imposing the punishment of compulsory retirement from services on Smt. Bimla Devi is just and legal? If not to what relief the workman is entitled to?”

The notice of the reference was given to the parties. The workman appeared in person and filed her statement of claim. The Management appeared through Counsel and filed the Written Statement. They also placed on record photo copies of charge sheet, served upon the workman, the reply of the workman, copy of the additional charge sheet, the proceedings of the inquiry, marked as Annexure D-1 to D-9. They have also filed the affidavit of Sh. T.R. Rajagopal, their Manager, with a copy for the workman, but as stated earlier the workman stopped appearing in the case right from 4th July, 2006.

The workman has claimed that she had joined service with the Management in the year 1978 and used to perform duties for 28 hours and five days a week. She was placed under suspension on 15th Sep., 1999 and was charge sheeted on 30th October, 1999 and on 6th January, 2000. An inquiry was held against her; that the charges framed against the workman were vague and not connected with her working. However, the Management worked against the workman and played partisan role thereby victimized the workman. Her plea was not considered and the report of the inquiry was bad. Even otherwise the exchange of words attributed to the workman were not related to the affairs of the Bank and could be at the best a private affair. Neither it was alleged nor proved that the workman had committed the misconduct while working for the Management. The Management did not allow the workman to engage the Counsel and the Trade Union worked against her. Even otherwise the charge was framed by a Deputy General Manager, whereas the punishment was awarded by Assistant General Manager. The report made was not based upon the facts nor the charges were proved against her since all the witnesses had stated that the workman has not misbehaved on any occasion. Her appeal was also dismissed in a summary manner. The action of the Management was unjustified, illegal and arbitrary.

The Management denied the claim of the workman. They raised preliminary objections to the maintainability of the reference. According to them the workman was en-

gaged as Sweeper with HUDA and worked as a part timer, for the Management. She exhibited the same behaviour on 5th June, 1993 and was charge sheeted and suspended from service. However, a lenient view was taken against her in terms of Clause 19.12(E) of the Bipartite Settlement. She was again suspended and charge sheeted for having unauthorised signed the attendance register against the orders and for using abusive language against her higher authorities. She stopped the temporary Sweeper from performing the duties and spread the entire garbage in the Branch. She was given the punishment of dismissal but on her tendering apology, she was reinstated in services.

On 14th Sep., 1999 she again misbehaved, on being transferred, and created embarrassing situation in the main hall of the Bank. She used foul language in Hindi and also disobeyed the directions issued by the Superiors. Thereupon the charge sheet was served upon her and a domestic inquiry was held for having committed the acts prejudicial to the interest to the Management. A full fledged inquiry was held against the workman in which she was given full chance to defend herself. She was represented against the representative. After the inquiry, all the charges levelled against the workman were proved. Despite the notice and service of inquiry report on the workman, she did not make any representation. The Disciplinary Authority agreed with the findings of the inquiry officer and the workman was compulsorily retired. The workman filed an appeal. She was given chance to appeal in person but she did not appear. The Appellate Authority after going through the record did not find any merit in the appeal and dismissed the same upheld the order of the Disciplinary Authority. The workman was given all the benefits in terms of pension. Supporting their decision it is stated by the Management that since the workman had become a nuisance for the Management, therefore, the order of her compulsorily retirement was not improper.

In reply to the averments made in the Claim Statement, the Management denied the facts in the manner the same are alleged by the workman. It is stated by them that the workman was not working for 28 hours a week rather she was a part timer. They further claimed that the inquiry against the workman was conducted in accordance with the principle of natural justice and she was given full opportunity to defend herself. They denied that the charges were not connected with the authorities of the Bank. The workman had no business to go to the house of her superiors and to use abusive language against them. They also denied that the reply given by the workman was not considered. According to them the workman was supposed to behave properly with her seniors and was not to shout at them or to use foul language or manhandled them. During the inquiry the workman was given full chance to put up her case. She had cross examined the witnesses. She was provided with the copy of the inquiry report. She was also given personal hearing by the Disciplinary Authority. She

did not appear before the Appellate authority. The punishment awarded to the workman was not only proper but lenient as the charges were proved against her. The punishment was also awarded by a competent authority, therefore, the action of the Management was justified.

As stated above, after filing the statement of claim and getting the copy of the Written Statement, the workman stopped appearing in the case. She did not support her claim by her own affidavit or by any other evidence. The perusal of the photo copy of Annexure D-1 to D-9, give ample reason to believe that the Management had conducted a fair and proper inquiry against the workman. These documents further showed that she participated in the inquiry proceedings on all the dates along with her representative. She cross examined the witness during the inquiry at length. The record of the file further shows that the allegation of the workman that her appeal was dismissed in a summary manner, is not justified. The order of the Appellate Authority comprises of six pages. The reading of the inquiry report shows how minutely the inquiry officer had considered every aspect of the inquiry and came to a just conclusion. The conduct of the workman, during inquiry showed that she did not appear before the Appellate Authority. She also failed in her duty to produce evidence in support of her claim. The proceedings of the inquiry dated 29th Feb., 2004, show that the workman was given opportunity to produce evidence in her defence. Both the workman and her defence representative stated that they have no evidence to produce. She appeared as a witness and made all sought of allegations against one Dalwara Singh, an employee of the Bank. She did not raise a single word against any other official of the Management. She also alleged that the said Dalwara Singh had connived with her relations so as to take possession of her property. However, when the said Dalwara Singh appeared as a witness, she could not take out from his mouth anything to support her claim, as made in the Claim Statement.

It has been stated above that the workman disassociated with the proceedings in this Tribunal. She has not supported her pleadings by any evidence even by her own affidavit.

Considering the facts and circumstances of the case and the conduct of the workman I hold that the workman has failed to show that the action of the Management in imposing the punishment of compulsorily retirement on her was not just and legal. The reference is, therefore, answered against her holding that she is not entitled to any relief. Let a copy of this award be sent to the appropriate govt. for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 4 जुलाई, 2007

का.आ. 2115.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 11 के अनुसूचन में, केन्द्रीय सरकार बैंक ऑफ

बरोडा के प्रबंधन के मध्य 'नियोक्ता' और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथवा न्यायालय नगपुर के पचाह (संदर्भ संख्या 86/2003) को प्रकाशित करती है जो केन्द्रीय सरकार की 02-7-07 को प्राप्त हुआ था।

[सं. ल-12012/8-94-आई आर (बी-11)]

राजेंद्र कुमार, डेस्क अधिकारी

New Delhi, the 4th July, 2007

S.O. 2115.- In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 86/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 02-07-2007.

[No. L-12012/8-94-JR (B-II)]

RAJINDER KUMAR, Desk Officer

#### ANNEXURE

BEFORE SHRI A. N. YADAV PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR.

Case No. CGIT/NGP/86/2003

Dated : 25-06-2007

Petitioner/ : Shri M.N. Chandurkar

Party No. 1 through the General Secretary  
B.O.B Employees Assn. (aff. to  
AIBL/A) Bank of Baroda, Gandhibag,  
Nagpur.

Versus

Respondent/ : The Regional Manager,

Party No. 2 Bank Of Baroda, West High Court  
Road, Dharanpeth, Nagpur.

#### AWARD

[Dated : 25th June, 2007]

1. The Central Government after satisfying the existence of disputes between Shri M. N. Chandurkar, through the General Secretary, Bank of Baroda Employees Association, Bank of Baroda, Gandhibag, Nagpur, Party No. 1 and The General Manager, Bank of Baroda, West High Court Road, Dharanpeth, Nagpur, Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-12012/08-94-JR(B-E) Dt. 26-06-1994 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 [11 of 1947] with the following schedule



2 "Whether the action of the management of Bank of Baroda, Nagpur in not paying the scale-wages as per rules to Shri M. N. Chandurkar, part-time Sweeper is justified? If not, what relief is the said workman entitled to and from, which date?"

3. It appears that the case was pending before C.G.I.T. Jabalpur and it was transferred to this court consequent upon the establishment of it. It was pending before C.G.I.T. Jabalpur for filing an Affidavit. On transfer the notices were issued to the parties, however, nobody appeared on behalf of the petitioner. The petitioner did not attend the court right from the service of the notice. It was fixed for the filing of the affidavit and w.e.f. 30-11-2005 no affidavit is filed by the petitioner. Today also it was fixed for filing of the affidavit and as indicated above, the petitioner is not attending the Court and today also he is absent. Thus he has not adduced any evidence in support of his claim though a sufficient time has been elapsed. On behalf of the management its counsel appeared, however, the petitioner remained absent and no evidence is adduced by him. I do not think it proper to continue the case though the petitioner is not taking interest. Hence it is dismissed for default of the petitioner.

Hence this award that he is not entitled for any relief.  
Dated: 25-06-2007

A. N. YADAV, Presiding Officer

नई दिल्ली, 4 जुलाई, 2007.

का.आ. 2116.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोक्ताओं और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/उच्च न्यायालय नं.-2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 761/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार के 27/2007 को प्राप्त हुआ था।

[सं. एल-12012/292/1993-आई. आर. (बी. I.)]

राजिन्दर कुमार, डेस्क अधिकारी

New Delhi, the 4th July, 2007

S.O. 2116.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 761/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workmen, which was received by the Central Government on 2-7-2007.

[No. 1-12012/292/1993-(R.(B.-II))]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT-II,  
CHANDIGARH

Presiding Officer: Shri Kuldip Singh

Case L.D. No. 761/2115

Registered on: 5-9-2005

Date of Decision: 7-5-2007

Mukesh Kumar, Staff Clerk, Bank of India, Abohar

... Petitioner

Versus

The Regional Manager Bank of India, Regional Office, 579,  
Model Town, Ludhiana

... Respondent

#### APPEARANCE

For the Workman : Mr. Sameer Sachdev,  
Advocate  
For the Management : Mr. R. N. Loban,  
Advocate

#### AWARD

The following reference was received from Government of India, Ministry of Labour vide their Order No. L-12012/292/93-(RB-II) dated 9th February, 1994:

"whether the action of the Management of Bank of India in imposing punishment of stoppage of one increment with cumulative effect and warning on Shri Mukesh Kumar clerk is justified? If not, what relief the workman is entitled to?"

After the notice of the reference was received by the parties they appeared through their representatives. The workman filed his Claim Statement to which the Management filed the Written Statement. The workman also placed on record the photo copies of a number of documents marked as Annexure W-2 to W-6. He also filed the replication, contesting the claim made by the Management in the written statement, besides his affidavit duly attested. The Management also placed on record documents such as inquiry proceedings comprising of 67 pages. The Management tendered the affidavit of their Chief Officer Shri M. M. Deshpandey in support of their claim. Both the parties have submitted written arguments, for and against the reference. It may be noted here that although the workman proved his affidavit exhibit W-1 and the documents W-2 to W-6, but the Management did not get opportunity to cross examine him, therefore, the affidavit and document have to be considered as if these are not proved under law.

In their pleadings the parties have the claim that the punishment to the workman was awarded after holding a domestic inquiry. The Tribunal at this stage is required to examine whether the Management had held a fair and proper inquiry against the workman and that the punishment awarded to him was not disproportionate to the misconduct alleged against him and which according to the Management was proved against him.

The claim of the workman is that the inquiry held against him was not fair and proper since the Management appointed Shri D. P. Bhateja as the Inquiry Officer who had

a biased attitude towards the workman. The workman brought this fact to the Management and requested for changing him, but he was not changed. The inquiry held against the workman by him with a biased mind. The Management has denied this claim. After going through the record I find that the workman has not produced any evidence against Shri Bhateja nor he has shown any instance to support his claim that Shri Bhateja was biased against him. Any evidence documentary or oral in support of the claim that Mr. Bhateja was having any bias against the workman has to be judged on the basis of his conduct while holding the inquiry. I have gone through the inquiry proceedings and have failed to notice any of the action of the Inquiry Officer to show that he was biased against the workman.

The inquiry against the workman started on 30th January, 1992. Practically no proceeding could be held on that day so it was adjourned to 11th Feb., 1992. On the date fixed next, the inquiry officer declared the inquiry open and put some questions to the workman. He saw to it that the charge sheet is served upon the workman and a copy thereof is provided to him. The workman denied the charges. The inquiry officer then inquired from the workman whether he would defend his case himself or get the same done by his representative. The workman sought a month's time to engage a defence representative though the Bank's presenting officer strongly opposed the grant of further opportunity saying that the workman had sufficient time to engage a defence representative as he had received the charge sheet on 4th December, 1991. The inquiry officer, however, did not yield and allowed the workman to engage a defence representative and study the documents upto 24th of February, 1992. The workman was also provided with the list of documents the Management proposed to produce against him. The inquiry officer asked the workman to give the list of documents and witnesses he desired to produce in his support of his case. The inquiry officer further asked the workman if he has anything more to say. The inquiry was then adjourned to 5th of February, 1992.

On 3rd April, 1992 the inquiry was further held Shri S. S. Sidhu, the representative of the workman did not attend the inquiry proceedings till 10.00 a.m. The inquiry officer showed the indulgence and asked the workman to contact his representative. On return the workman reported to the inquiry officer that his representative is not in a position to appear on that day. Despite the objections of the Management the inquiry officer fixed the inquiry for the next day. The inquiry officer also took note of another fact that Shri J. K. Dudeja who was to appear as a witness in the case was the typist for recording the inquiry proceedings. He directed that Shri Dudeja shall not be present in any capacity at the time the evidence on charge no. 4 is taken. He further noted that the inquiry could not be held on 5th February, 1992 as some miss happening had taken place in the family of Bank's representing officer. He also noted the behavior of the workman and advised him to be calm during the inquiry proceedings as the making of loud

speeches caused tension, indiscipline and loss of decorum during the inquiry proceedings.

On 4th April, 1992 the inquiry proceeded further and Shri A. S. Brar was examined as a witness of the Management. After his examination in chief the defence representative cross examined him and put searching questions. The defence representative then closed the cross examination. After the re-examination the statement of the witness was closed and the proceedings were signed by the inquiry officer and the workman and his representative.

The Management then produced Shri Thakur Ram as witness who was also cross examined by the representative of the workman and the inquiries were signed by the witness besides by the workman, his defence representative and the Bank's representative. The Management then produced Shri A. K. Gogia as their 3rd witness who was cross-examined by the defence representative at length. At the close of the statement of all the witnesses the inquiry officer inquired from the employee proceeded against whether he has any more question to put. During the course of statements of the witnesses there arose no dispute nor any objection was raised by the workman or his representative nor any grievance was raised against the behavior or the conduct of the inquiry officer to show that he was biased against the workman. The inquiry officer at the close of the proceedings on 4th April, 1992 made it clear to the parties that the inquiry shall proceed on day to day basis till it is concluded. The inquiry was then held on 7th August, 1992, on which day Shri Mohan Lal was produced as a witness, who was examined by BPO and cross examined by the defence representative.

The record of the proceeding further show that since one of the witness of the Management Shri J. K. Dudeja was not available on 7th of August, 1992 due to marriage of his close relation. The inquiry officer asked the defence representative whether he was ready to produce his evidence pending the statement of Shri J. K. Dudeja and the defence produced Mr. C. H. Chahra as their first witness. The Bank's presenting officer cross-examined him and the proceedings were signed by the Inquiry Officer, the defence representative and the witness. On 8th August, 1992, the inquiry officer provided the copies of the proceedings to both the Management and the defence. On that day the statement of Shri J. K. Dudeja was also recorded. He was cross examined by the defence representative. On that date, before the close of the evidence by both the Management and the defence the workman was asked by the Inquiry Officer whether he wants to make the statement. He replied that the same shall form part of the Written Arguments. Thus the proceedings were closed.

As stated earlier, during the recording of the evidence, by the inquiry officer there arose a situation to show that the Inquiry Officer acted in a biased and partial manner or he ever tried to gag the voice of the workman or conducted in a manner to show that he had a biased mind against the workman, therefore, the inquiry conducted was

had in law. I, therefore, do not find any evidence or justification given by the workman to believe that the inquiry officer was biased against him and, therefore, the inquiry conducted was had in law. The judgment cited by the workman in support of his claim reported as 1994 (3) SCT 796 is of no help to him. After going through the proceedings I am satisfied that the Enquiry Officer acted in a most judicious manner and provided full opportunity to the workman to defend his case. There never arose an occasion to show that he acted in a biased manner against the workman. I do not agree with the submission that the comments made by the Inquiry officer about the conduct of the departmental witnesses show the biased mind of the Enquiry Officer. It is expected of every official to be upright and straight forward while making the statements and when an official of financial institution looks here and there, he does injustice to the parties as well as to the system as a whole.

The next claim made by the workman is also of no merit. According to him the officer who had signed the document, returning the cheque, for insufficiency of funds was not proceeded against by the Management. I am afraid a thief cannot claim that since his co-thief has been not been proceeded against him, therefore, he should also be let off on that account. It is well known that the basic record is held by the incumbent who is supposed to hold charge thereof. The supervising officer is not expected to verify every entry in the ledgers and check other documents before putting his signatures. No doubt a supervising officer is expected to check up to at least 10% of the cases to see whether the subordinate working under him is acting properly. The basic responsibility still remains of the person who holds the record to say whether the endorsement, he is making is based on facts or not.

The workman has claimed that since no financial loss was caused to the Bank as a result of the negligent act alleged against the workman, therefore, the punishment awarded was disproportionate and cannot be maintained. In support of his claim he has referred to Clause 19.5(2) of the Bi-partite Settlement which reads that gross negligence means doing any act prejudicial to the interest of the Bank... If we look at the provision, the claim made by the workman does not stand. As per this clause any act prejudicial to the interest of the Bank was a gross negligence. The other gross negligence would be involving the Bank with a serious loss. It is an admitted fact that an individual or an institution is known not only by the financial resources it has but also by the reputation it enjoys. The act of an employee, by which he returns the cheque of the customer saying that there is no balance in the account against which the cheque is issued whereas there is balance available, what impression the drawee of the cheque would have about the working of the institution and whether it would not have affect the reputation of the Bank and ultimately prove prejudicial to the interest of the Bank. Nobody would like to have an account or dealing with such a Bank where the claims are returned without justifiable cause and the

payments are acting casually. Therefore, although no financial loss was involved in the act committed by the workman by his negligence but the same definitely caused loss to the reputation of the institution and so the act of the workman was prejudicial to the interest of the Bank.

The next plea of the workman is that the other charges against the workman were proved on the wrong assumptions, therefore, the punishment based thereon should be set aside. He has referred to charge No. 3. However he has not supported his claim by any evidence to show that he was not absent from his seat from 12 noon to 1 p.m. on 3rd May, 1999; and that as a result of his absence the vouchers could not be posted in the concerned ledgers which ultimately affected the working of the bank and caused inconvenience to the customers. In support of this allegation the Management produced the witnesses who testified the absence of the workman and the workman has failed to disprove this fact by any evidence. The charge therefore, was rightly proved by the Enquiry Officer.

After going through the proceedings of the domestic inquiry and the evidence collected therein I am of the opinion that the Management had held a very fair and proper enquiry against the workman, in which he was given full opportunity to defend himself. He was served with the chargesheet and was provided with the list of the witnesses which the Management desired to produce against him. He was also provided with the documents likely to be produced against him and was further given opportunity to produce his evidence in defence. He was represented by a defence representative. From the day to day proceedings it is clear that the Enquiry Officer conducted himself in a most judicious manner perhaps like a judicial officer I have found no basis for the workman to alleged that the Inquiry Officer was biased against him. The inquiry officer gave full consideration to the submissions of the workman and more than once adjourned the proceedings on his request. He acted in a very disciplinary manner and did not get unduly excited by the conduct of the workman during the inquiry proceedings. He however did not fail in cautioning the workman that he should be calm during the proceedings and should not create disorderly atmosphere. Thus the inquiry officer acted in a very matured manner and I do not find any lapse or weakness in the inquiry proceedings. The workman was charge-sheeted with more than one allegation which were proved and rightly so in view of the evidence. The punishment awarded, to my mind, was justified and cannot be said to be disproportionate to the misconduct alleged against him.

In view of the discussion made above I am of the opinion that the action of the Management in imposing the punishment of stoppage of one increment with cumulative effect and a warning on the workman was justified. Therefore, the workman is not entitled to any relief. However, I feel that the workman has suffered the punishment for more than 15 years. In case, in this between there has come nothing to the notice of the Management, that the conduct of the workman was not up to the mark

the competent authority may, on the representation of the workman, consider to review their order at least to the extent of further effect of the same. In the young age a person may commit some mistakes but with the advancement of the age one gets matured and realizes his mistakes. The award is passed against him. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 4 जुलाई, 2007

क्र.अ. 2117.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई. सी. ऑफ इंडिया के प्रबंधन के संबद्ध निरीक्षकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/आ न्यायालय नं.-2, चण्डीगढ़ के संघट (संदर्भ संख्या 668/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-7-2007 को प्राप्त हुआ था।

[सं. एल-17012/7/1998-आई आर. (बी-II)]

राजिन्दर कुमार, डेस्क अधिकारी

New Delhi, the 4th July, 2007

S.O. 2117.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 668/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of LIC of India and their workmen, received by the Central Government on 2-7-2007.

[No. L-17012/7/1998-IR (B-II)]

RAJINDER KUMAR, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer: Shri Kuldip Singh

Case No. I.B. No. 668/2005

Registered on: 25-8-2005

Date of Decision: 30-4-2007

G. S. Jolly, H. No. 743, Dera Sahib, Mohalla, Manimajra, Chandigarh (U.T.)

... Petitioner

Versus

LIC of India, The Senior Divisional Manager, LIC of India, Jeevan Parkash Building, Sector 17, Chandigarh

... Respondent

#### APPEARANCES

For the Workman

Mr. H. B. Singh Arora,  
Advocate and  
S. K. Verma, AR

For the Management

Mr. B. J. Singh,  
Advocate and  
Brijji Singh, AR

#### AWARD

The following reference was received by this Tribunal from Government of India for adjudication and award within a period of three months.

"Whether Shri G. S. Jolly, Ex-Development Officer, LIC of India is a workman under the I.D. Act, 1947 in view of the legal position held by the Apex Court in S. K. Verma Vs. Mahesh Chandra and another [1983 (3) SCR 799] and H. R. Adhanthaya etc. Vs. Sandoz (India) Ltd. (AIR 1994 Supreme Court 2608)? If yes whether the action of the Senior Divisional Manager, LIC of India, Chandigarh in terminating the services of G. S. Jolly w.e.f. 28-12-1995 is just and legal? If not, what relief is the individual concerned entitled to?"

The notice of the reference was given to the parties who appeared through their counsel and representative, from time to time. The workman filed his statement of claim through counsel, the Management filed their written statement. The workman filed his affidavit whereas the Management tendered the affidavit of Shri A. D. Arora, their Administrative Officer, in support of their claim. The parties have also placed on record copies of a number of documents. The Management produced Shri A. D. Arora, their witness who stood to the cross examination of the workman. The workman also appeared as witness in support of his claim.

The claim of the workman is that he was appointed as an apprentice Development Officer by the Management in January, 1989 and was placed on probation for one year. After the completion of apprenticeship period he was appointed as Regular Development Officer and posted in Unit No 3 of LIC, Ludhiana in February, 1990. In view of his satisfactory performance he was confirmed in service in Feb. 1991. In December, 1992 he was transferred to Manimajra (UT Chandigarh) where despite his best efforts he could not come in the good books of Senior Manager, Mrs. Gurdeep Kaur. His services were terminated on 28th of December, 1995. The order of termination of his services was bad in law for non-application of mind by the competent authority for failing to hold enquiry, to find out the non-cooperation of boss of the workman, for non-inclusion of work done by Manjit Kaur agent under the workman, for non-supply of documents such as letter of Zonal Manager dated 2nd of September, 1995. The workman has prayed for setting aside the order of his termination dated 1st of January, 1996, for reinstating him in service with full back wages, continuity of service and other consequential benefits.

The Management has opposed the claim of the workman. It is stated by them that the claimant is not a workman as he was working as Development Officer at the time of his disengagement and so was not a workman as

defined by the Industrial Disputes, 1947, hereinafter to be referred to as Act. Even otherwise the workman was governed by the provisions of LIC (Staff) Regulations 1960 read with LIC Development Officers (Revision of Certain Terms and Conditions of Service) Rules, 1989 which have overriding effect over the provisions of the Act. Therefore, the dispute raised under the Act is not maintainable. He has also failed to avail of the remedies of appeal, review and memorial, therefore also his application is not maintainable.

On merits it is their submission that the petitioner is not a workman in terms of judgment of the Hon'ble Supreme Court of India in the case *Adhyantha* and in the face of Staff Regulations and Rules. The post of Development Officer being supervisory in nature as the incumbent is required to develop and increase the production of new life insurance business in a planned manner. The agents work under his supervision to whom he guides and supervises their activities. He enjoys the powers of recruitment and training of new agents. He also represents the LIC in the area he is posted. Admitting that the petitioner was appointed as apprentice Development Officer who was confirmed as such w.e.f. 20th of February, 1991 after he successfully completed the probation period. According to them the petitioner was transferred to Manimajara as a special case. Denying that the petitioner had done his best to achieve the goal or that Mrs Gurdeep Kaur was prejudiced against him and did not cooperate, it is stated by them that in fact the petitioner did not show interest in his working and failed to achieve the business target despite repeated advices oral and in writing by the Branch and Divisional Officers. His work was evaluated for three years ending with 2/93, 2/94 and 2/95 and in view of his performance his services were liable to be terminated in terms sub rule (8) of rule 7 read with rule 8 of LIC of India Development Officers (Revision of Certain terms and conditions of service) Rules, 1989. He was therefore, served upon with notices dated 18th of April and 6th of June, 1995. The petitioner did give satisfactory reply to those notices nor any factual inaccuracies were pointed out by him in the figures of his business. Therefore, he was given three months termination of his services notice by the Zonal Office which was served upon the petitioner on 29th of September, 1995 through the concerned branch. In view of that the services of workman came to end w.e.f. 28th of December, 1995. They denied the claim of workman made in paras 4 and 5 of his statement of claim and submitted that the order terminating the services of the petitioner was perfectly in accordance with the rules and the criteria fixed there under and in the light of terms and conditions of his appointment. They submitted that the workman has no claim to maintain therefore, the reference be answered against him.

The workman appeared as a witness in the case to support his claim. He proved his affidavit exhibit WW1. He admitted that he had received the communication by which the appraisal of his work for the year ending 28th of Feb, 1993 was conveyed to him vide letter dated 8th of June,

1994 and by reminder dated 8th of July, 1994. He had also received the appraisal of his work report for the year ending 28th of February, 1994 and reminder dated 19th/26th of August, 1994. He further admitted to have received letter dated 28th of February, 1995 about his working and stated that the appraisal of his working for the year ending 28th of February, 1995 was conveyed to him vide letter dated 18th of April, 1995 and by reminder dated 6th of June, 1995 and he had made representation dated 7th of October, 1995. He also admitted to have received letters exhibits M-19 to M-26. The Management examined Shri A. D. Anna, their Adm. Officer in support of their claim who proved his affidavit and documents marked as M-1 to M-26. He admitted that the workman was posted under the supervisory control of Mrs. Gurdeep Kaur, Senior Branch Manager but denied the knowledge that the workman had pointed out the omissions done by Manjū Kaur, Agent No 1806 but Mrs. Gurdeep Kaur had not held enquiry in that matter or that the salary of the workman was stopped for one year during 1994.

I have gone through the file and have also considered the submissions made by the Representative of the parties.

The question which has fallen for the consideration of this Tribunal is whether Shri G. S. Jolly, ex-Development Officer, LIC of India is a workman under ID Act, 1947 in view of the legal position held by the Apex Court in *S. K. Verma Vs. Mahesh Chandra and Another* [1983 (3) SCR 799] and *H. R. Adhyanthaya etc. Vs. Sandoz (India) Ltd.* (AIR 1994 Supreme Court 2608). Hon'ble Court of India considered the Judgment of *S. K. Verma's case* (supra) while deciding the latter case and their Lordships observed as under :

In *S. K. Verma Vs. Mahesh Chandra* (1983) 3 SCR 799 the dispute was whether Development Officers of the Life Insurance Corporation of India were workmen. The dispute arose on account of the dismissal of the appellant-Development Officer w.e.f. 8th February, 1969. The Court noticed that the change in the definition of workman brought about by the Amending Act of 36 of 1956 which, as stated above, added to the originally enacted definition two more categories of employees viz those doing "supervisory" and "technical" work. The three judge Bench of this Court did not refer to the earlier decisions in *May and Baker* (AIR 1967 Supreme Court 678), *Wimco* (AIR 1964 Supreme Court 472) and *Burmah Shell cases* (AIR 1971 Supreme Court 922) (supra). The Bench only referred to the decision of this Court in *Workmen of Indian Standard Institution Vs. Management of Indian Standards Institution* (1976 Supreme Court 145) where while considering whether ISI was an "industry" or not it was held that since the ID Act was a legislation intended to bring about peace and harmony between management and labour in an "industry" the test must be so applied as to give the widest possible connotation to the term "industry" and therefore, a broad and liberal and not a rigid and doctrinaire approach should be

adopted to determine whether a particular concern was an industry or not. The Court, therefore, held that to decide the question whether the Development Officers in the LIC were workmen or not should adopt a pragmatic and not a pedantic approach and consider the broad question as on which side of the line the workman fell viz labour or management and then to consider whether there were any good reasons for moving them over from one side to the other. The Court then noticed that the LIC staff Regulations classified the staff into four categories viz (i) Officers, (ii) Development Officers (iii) Supervisors and clerical staff and (iv) subordinate staff. The Court pointed out that Development Officers were classified separately both from Officers on the one hand and supervisors and clerical staff on the other and that they as well as class III and class IV staff other than superintendents were placed on par inasmuch as their appointing and disciplinary authority was the Divisional Manager whereas that of Officers was Zonal Manager. The Court also referred to their scales of pay and pointed out that the appellation "Development Officers" was no more than a glorified designation. The Court then referred to the nature of duties of the Development Officers and pointed out that a Development Officer was to be a whole time employee and that his operations were to be restricted to a defined area and that he was liable to be transferred. He had no authority whatsoever to bind the corporation in any way. His principal duty appeared to be to organize and develop the business of the corporation in the area allotted to him and for that purpose, to recruit active and reliable agents, to train them, to canvass new business and to render post sale services to policy holders. He was expected to assist and inspire the agents. Even so he had not the authority either to appoint them or to take disciplinary action against them. He did not even supervise the work of the agents though he was required to train them and assist them. He was to be a friend, philosopher and guide of the agents working within his jurisdiction and no more. He was expected to stimulate and excite the agents to work while exercising no administrative control over them. The agents were not his subordinates. He had no subordinate staff working under him. The Court therefore, held that it was clear that the Development Officer could not, by any stretch of imagination, be said to be engaged in any administrative or managerial work and therefore, he was a workman within the meaning of the ID Act. As has been pointed out above, this decision did not refer to the earlier three decisions in May and Baker (AIR 1967 Supreme Court 678) WIMCO (AIR 1964 SC 472) and Burnah Shell cases (AIR 1971 Supreme Court 922) (supra) and obviously proceeded on the basis that if an employee did not come within the four exceptions to the definition, he should be held to be a workman. This

basis was in terms considered and rejected in Burnah Shell case (supra) by a co-ordinate Bench of three Judges. Further no finding is given by the Court whether the Development Officer was doing clerical or technical work. He was admittedly not doing manual work.

The Hon'ble Supreme Court further held that the decisions in the later S. K. Verma (AIR 1984 Supreme Court 1462) Dellen Cable (AIR 1984 Supreme Court 914) and Ciba Geigy (AIR 1985 Supreme Court 985) did not notice the earlier decisions in May and Baker (AIR 1967 Supreme Court 678) WIMCO (AIR 1964 Supreme Court 472) and Burnah Shell (1971 Supreme Court 922). According to their Lordships, the apex Court in case A. Sundarambal (AIR 1988 SC 1700) has held that the law laid down in May and Baker case (AIR 1967 Supreme Court 678) was still good and was not in terms disowned. They then held: We thus have three three judge Bench decisions which have taken the view that a person to be qualified to be a workman must be doing the work which falls in any of the four categories viz. manual, clerical, supervisory or technical and two two judge Bench decisions which have by referring to one or the other of said three decisions have reiterated the said law. As against this we have three three judge Bench decisions which have without referring to the decisions in May and Baker, WIMCO and Burnah Shell cases (supra) have taken the other view which was expressly negatived viz. if a person does not fall within the four exceptions to the said definition he is a workman within the meaning of ID Act. Hence the position in law as it stands today is that a person to be a workman under the ID Act must be employed to do the work of any of the categories viz. manual unskilled, skilled, technical, operational, clerical or supervisory. It is not enough that he is not covered by either of the four exceptions to the definition.

The Hon'ble Supreme Court, after discussing the position of law has come to the conclusion that the law laid down by S. K. Verma's case (supra) was not a good law, their Lordships in that case did not think into consideration the earlier judgment on the point and referred to above. They have held that, in order to be called himself to be a workman under the ID Act, the petitioner was to show that he was employed to do the work of any of category viz. manual, unskilled, skilled, technical, operational, clerical or supervisory. Taking into consideration the nature of duty of Development Officer of the LIC of India as detailed in the S. K. Verma's case (supra) it cannot be said by any stretch of arguments that the workman falls in the category of workman as defined by ID Act.

Assuming for the sake of arguments that the petitioner was a workman on the day his services were terminated by the Management, yet I find that the order of termination of services of the workman was justified and



so was legal. The services of the workman were governed by the terms and conditions of appointment and the rules by which the same were governed. The appointment letter dated 29th of January, 1991 which merged in order dated 20th of March, 1991 clearly stipulated the terms and conditions governing the appointment of the petitioner. He was also governed by the Life Insurance Corporation of India (Staff) Regulations, 1960, LIC of India Development Officers (Revision and certain terms and conditions of Service) Rules, 1989. According to rule 8 of the later rules, if the Development Officer failed to conform to the expense limit, the Zonal Manager could terminate his services after giving him three months notice or salary in lieu thereof. On record I find a number of notices which show that the Management had told to the petitioner that his performance was not upto to mark and in accordance with the terms and conditions of his service. In his statement the petitioner admitted that he had received letters exhibits M19 to M-26. He further admitted that appraisal of his work for the period ending 28th of February, 1993 was conveyed to him vide letter dated 8th of June, 1994 followed by reminder dated 8th of July, 1994. He further admitted to have received letter dated 21st of July, 1994 pertaining to appraisal of his working for period ending 28th of February, 1994 and the letter regarding appraisal of his work for the period ending 28th of February, 1995 and reminder dated 6th of June, 1995. He further admitted to have made the representation against the letter dated 6th of June, 1995. All this shows that the Management had notified to the workman that his performance was not upto to mark in the light of his appointment order. The petitioner however, failed to give satisfactory explanation to his poor performance. It was in those circumstances that his services were terminated by the Management. As it appears from the record and the statement of the workman he was given proper notice of the proposed action against and the reasons there for. He was also given full opportunity to explain his position. The rules governing the services of the workman authorized the Management to terminate his services. Thus the action of the Management to terminate the services of the workman was just and legal. In view of this the workman is not entitled to any relief. The reference is answered against him holding that he is not entitled to any relief. Let a copy of this award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 5 जुलाई, 2007

का.आ. 2118.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कन्टोमेंट बोर्ड के प्रवर्तन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचर (संदर्भ संख्या 29/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-7-2007 को प्राप्त हुआ था।

[सं. एल-13012/1/2003 आई आर (डी.यू.)]  
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 5th July, 2007

S.O. 2118.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Cantonment Board and their workman, which was received by the Central Government on 5-7-2007.

[No. L-13012/1/2003-IR(DU)]

SURENDRA SINGH, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : SHRIKANT SHUKLA,  
Presiding Officer

I.D. No. 29/2004

Ref. No. L-13012/1/2003-IR(DU) Dt. 24-2-2004

#### BETWEEN

Sri Mangal Sen  
S/o Sri Loom Singh  
R/o Village Atra  
PO Rohara  
Meerut (U.P.)

#### AND

The Executive Officer  
Cantonment Board.  
Meerut Cantt. Board.  
Meerut (U.P.)

#### AWARD

The Government of India, Ministry of Labour, New Delhi referred the following dispute vide No. L-13012/1/2003-IR(DU) dt. 24-2-04 for adjudication to the Presiding Officer, CGIT-cum-Labour Court, Lucknow;

"Whether the action of the management of Executive Officer, Cantonment Board, Meerut in terminating the services of Sri Mangal Sen S/o Sri Loom Singh, Mazdoor w.e.f. 23-8-2000 is just and legal? If not, to what relief the workman is entitled?"

Worker's case is that he was working as labour in Cantonment Board, Meerut since 1-1-96 and the employer made him to work as labour till 22-8-2000 and when the worker appeared on 23-8-2000 for work he was not allowed to work. Thus his services were terminated by oral order. It is alleged that worker was terminated without any opportunity of being heard and he was even not given notice, notice pay or compensation, thus, the Cantonment Board Meerut violated Section 25F of I.D. Act, 1947. It is further alleged that worker was terminated whereas juniors to him were retained service and thus the management of the Board violated the provision of Section 25G of the I.D.

Act. It is also alleged that the Cantonment Board is publishing advertisements for employing the workers. Worker has therefore prayed for reinstatement with continuity of service and back wages.

On behalf of the opposite party written statement has been filed by the Cantonment Executive Officer, Meerut. Opposite party has denied the allegations made in the statement of claim firstly it is alleged that Cantonment Board is not an industry and is not engaged any trade or business and therefore it does not come within the purview of industry as defined under I.D. Act, 1947. In emergent cases the labours are engaged purely on temporary basis as casual labour for specific period of approved rate of Government for specific work and on completion of the said work the services of such temporary and casual labour are discontinued with. It is also alleged that the worker was never appointed against any permanent post and he was engaged purely temporary capacity as casual labour and therefore he does not come within the definition of I.D. Act. It is further alleged that there is no violation of I.D. Act. It is further pointed out that worker has failed to disclose necessary details/orders as to when he was employed what were the terms and conditions of the appointment and who was the authority of issue the order. It is also submitted that worker has not submitted any documentary proof to substantiate his allegations. The opposite party has specifically pleaded that worker has not worked for the period of 240 days in the calendar year before the date of termination of his alleged contract. Lastly it is alleged that the worker has worked only for 96 days. In view of the above the opposite party has requested that the statement of claim should be rejected.

Opposite party has filed works sanction book, muster roll and pay roll.

Worker filed rejoinder. It is alleged that it is not necessary for any industry that it should earn profit. The case work of the opposite party is that of a local body the responsibility of which is to ensure water supply, street light and sanitation etc. to the resident of the Cantonment Board as such it is an industry since it involves the cooperation between employer and employee and the work is of regular nature. Worker has stated that he was working at the permanent post with the opposite party and he did not work on daily wages. It is also alleged that he continuously worked with the opposite party and the termination of these services is violative of provision of I.D. Act. Worker has also alleged that he continuously worked for 240 days in preceding 12 calendar months of his termination.

Worker last attended the court on 3-1-06 thereafter the worker did not turned up.

One Sri Kamlesh Kumar the trade union leader on 4-1-06 attended the court and he too did not file any authority letter. On 22-6-06 Sri Kamlesh Kumar stated that worker has not authorised him. In the circumstances there was no option to proceed under rule 10 B (9) of the I.D. Act, 1947 and the opposite party was directed to examine

its witness. It was believed that worker does not to produce any evidence. On 24-8-06 the opposite party examined Sri R.K. Sharma and 22-1-07 the opposite party examined Sri Raj Kumar, Supervisor of Cantonment Board.

The worker has not filed any documentary evidence to support his case nor he appeared to prove his allegations in the court. On the other hand Sri R. K. Sharma, Supervisor of Cantonment Board appeared in witness box and stated that Sri Mangal Sen worked for 26 days in April, 17 days in May and 18 days in June 1998 as casual labour. He has also stated that Sri Mangal Sen was engaged in the emergent conditions in cleaning of Sahid Smarak. He has also stated that Sri Mangal Sen was not engaged against any post. He has also submitted that prescribed procedure was not applied before his engagement. Sri R.K. Sharma has stated that worker has not worked 240 days therefore there was no need to give any notice, notice pay or compensation to the worker. Sri Raj Kumar has also stated that no notice or notice pay or compensation was given.

None appeared to forward the arguments. Kamlesh Kumar appeared but he said that, he has no authority letter to represent the worker.

Perused the evidence on record. Worker has not made out a case that he worked from 1-1-96 to 22-8-2000. He has also not been able to prove that he was terminated on 22-8-2000. According to the evidence on record as stated above worker has only worked for less than 100 days in the year 1998. In the circumstances it is not proved that the management has violated any provision of the I.D. Act.

So far as the contention of opposite party the Cantonment Board is not industry, it is pointed out that the Cantonment Board is similar that of Municipal Board and has been adjusted to be an industry and accordingly Cantonment Board is also an industry.

On the discussions above I come to the conclusion that worker has failed to prove that the employer has terminated him on 22-8-2000 illegally without any justification. Therefore issue is decided against the worker and the worker is not entitled to any relief. Award passed accordingly.

Lucknow  
29-6-2007

SHRIKANT SHUKLA, Presiding Officer  
रत दिल्ली ९ जुलाई, 2007

का.अ. 2119.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार गैरीसन इंजीनियर के प्रबंधन के स्वतंत्र न्यायालयों और उनके कर्मचारियों के बीच, कटुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अन न्यायालय अन्तर्गत के पंचाद (संदर्भ संख्या 100/2006) को प्रकटित करने हैं, जो केन्द्रीय सरकार को 5-7-2007 को प्राप्त हुआ था

[सं. एन-1-0, 2084/2006] आई आर (सी.वु.)  
सुप्रीम कोर्ट, टेस्क अधिकारी



New Delhi, the 5th July, 2007

S.O. 2119.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 100/2006) Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Garrison Engineer and their workman, which was received by the Central Government on 5-7-2007.

[No. L-14012/84/2002-IR (DU)]

SURENDRA SINGH, Desk Officer  
ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
ERNAKULAM**

Present: SHRI P. L. NORBERT, B.A., L.L.B.,  
Presiding Officer

(Thursday the 28th day of June, 2007)

I. D. 100/2006

(I. D. 10/2003 of Labour Court, Ernakulam)

Workman	P. Manoj, Sree Nilayam, Thodiyoor P.O., Karanagappally, Kollam District
	Adv. Shri T. Saji
Management	The Garrison Engineer E/M Naval Base, Cochin

Adv. Shri K. S. Dilip

**AWARD**

This is a reference made by Central Government under Section 10(1)(d) of Industrial Disputes Act, 1947 for adjudication. The reference is:

"Whether the demand of Sh. P. Manoj from the management of Garrison Engineer (E/M) MES, Naval Base, PO Cochin for reinstatement and regularisation of his service is just and fair? If so, to what relief is the workman entitled?"

2. The worker claims to have been working as Generator Operator in Naval Base continuously since 1-4-1995 to 20-2-2002. He was engaged through a contractor. But the contract was sham. When the worker demanded regularisation and approached Central Administrative Tribunal the management terminated the service of the worker and similarly placed persons. Hence the industrial dispute was raised. He seeks reinstatement and regularisation in service. The management denies the employer-employee relationship. According to them the worker was working under various contractors. The management had no control over the worker. His salary was paid by the contractor. The contractor was looking after the service conditions of worker. The contractor

supervised the work of the worker and similarly placed persons. The question of continuous service in the management does not arise as the worker was employed by the contractor. The worker is not entitled for reinstatement or regularisation or any other relief.

3. When the matter came up for evidence the learned counsel appearing for the worker reported that he had no instructions from his party. The worker remained absent. Hence I find that there is no existing dispute for adjudication.

4. In the result, an award is passed finding that the demand of Shri P. Manoj for reinstatement and regularisation is not just and fair. The worker is not entitled for any relief. No cost. The award will take effect one month after its publication in the Official Gazette.

(Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 28th day of June, 2007.)

P. L. NORBERT, Presiding Officer

## APPENDIX : NE

नई दिल्ली, 5 जुलाई, 2007

क्र.आ. 2120.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसंधान में, केन्द्रीय सरकार गैरिसन इंजीनियरों के प्रबंधकों के संबंध में निम्नलिखितों और उनके कर्मचारियों के बीच, अनुसंधान में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथवा न्यायालय, अरनाकुलम के पंचाट (संदर्भ संख्या 105/2006) को प्रकटित करती है, जो केन्द्रीय सरकार को 5-7-2007 को प्राप्त हुआ था।

[सं. एल-14012/80/2002-आई आर (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 5th July, 2007

S.O. 2120.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 105/2006) Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Garrison Engineer and their workman, which was received by the Central Government on 05-07-2007.

[No. L-14012/80/2002-IR (DU)]

SURENDRA SINGH, Desk Officer  
ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
ERNAKULAM**

Present: SHRI P. L. NORBERT, B.A., L.L.B.,  
Presiding Officer

(Thursday the 28th day of June, 2007)

I. D. 105/2006

(I. D. 15/2003 of Labour Court, Ernakulam)

**Workman** M. Mohan,  
Madhusoodhanpuram,  
Pattickal P.O.,  
Kanyakumari District  
Adv. Shri T. Saji

**Management** The Garrison Engineer E/M  
Naval Base,  
Cochin  
Adv. Shri K. S. Dilip

**AWARD**

This is a reference made by Central Government under Section 10(1)(d) of Industrial Disputes Act, 1947 for adjudication. The reference is :

"Whether the demand of Sh. M. Mohan from the management of Garrison Engineer (E/M) MES, Naval Base, PO Cochin for reinstatement and regularisation of his service is just and fair? If so, to what relief is the workman entitled?

2. The worker claims to have been working as Pump Operator in Naval Base continuously since 10-3-1997 to 31-1-2002. He was engaged through a contractor. But the contract was sham. When the worker demanded regularisation and approached Central Administrative Tribunal the management terminated the service of the worker and similarly placed persons. Hence the industrial dispute was raised. He seeks reinstatement and regularisation in service. The management denies the employer-employee relationship. According to them the worker was working under various contractors. The management had no control over the worker. His salary was paid by the contractor. The contractor was looking after the service conditions of worker. The contractor supervised the work of the worker and similarly placed persons. The question of continuous service in the management does not arise as the worker was employed by the contractor. The worker is not entitled for reinstatement or regularisation or any other relief.

3. When the matter came up for evidence the learned counsel appearing for the worker reported that he had no instructions from his party. The worker remained absent. Hence I find that there is no existing dispute for adjudication.

4. In the result, an award is passed finding that the demand of Shri M. Mohan for reinstatement and regularisation is not just and fair. The worker is not entitled for any relief. No cost. The award will take effect one month after its publication in the Official Gazette.

(Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 28th day of June, 2007.)

P. L. NORBERT, Presiding Officer

APPENDIX : Nil

नई दिल्ली, 5 जुलाई, 2007

केंद्र.अ. 2121.- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गैरिसन इंजीनियर के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/शम न्यायालय, अरनाकुलम के पंचाट (संदर्भ संख्या 103/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-7-2007 को प्राप्त हुआ था।

[सं. एड. 14012/78/2002 आई आर (डी.ए.)]

सुरेंद्र सिंह, डेस्क अधिकारी

New Delhi, the 5th July, 2007

S.O. 2121.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 103/2006) Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Garrison Engineer and their workman, which was received by the Central Government on 5-7-2007.

[No. 1, 14012/78/2002-IR (DL)]

SURENDRA SINGH, Desk Officer

**ANNEXURE**

**IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
ERNAKULAM**

**Present : SHRI P. L. NORBERT, B.A., LL.B.,**  
Presiding Officer

(Thursday the 28th day of June, 2007)

**I. D. 103/2006**

(I. D. 13/2003 of Labour Court, Ernakulam)

**Workman** K. N. Satheesh,  
Krihanthangalathuchira,  
Cheramangalam, Ayithara P.O.,  
Cherthala 688539  
Adv. Shri T. Saji

**Management** The Garrison Engineer E/M  
Naval Base,  
Cochin  
Adv. Shri K. S. Dilip

**AWARD**

This is a reference made by Central Government under Section 10(1)(d) of Industrial Disputes Act, 1947 for adjudication. The reference is :

"Whether the demand of Sh. K. N. Satheesh from the management of Garrison Engineer (E/M) MES, Naval Base, PO Cochin for reinstatement and regularisation of his service is just and fair? If so, to what relief is the workman entitled?

2. The worker claims to have been working as Pump Operator in Naval Base continuously since 10-7-1992 to 20-2-2002. He was engaged through a contractor. But the

contract was sham. When the worker demanded regularisation and approached Central Administrative Tribunal the management terminated the service of the worker and similarly placed persons. Hence the industrial dispute was raised. He seeks reinstatement and regularisation in service. The management denies the employer-employee relationship. According to them the worker was working under various contractors. The management had no control over the worker. His salary was paid by the contractor. The contractor was looking after the service conditions of worker. The contractor supervised the work of the worker and similarly placed persons. The question of continuous service in the management does not arise as the worker was employed by the contractor. The worker is not entitled for reinstatement or regularisation or any other relief.

3. When the matter came up for evidence the learned counsel appearing for the worker reported that he had no instructions from his party. The worker remained absent. Hence I find that there is no existing dispute for adjudication.

4. In the result, an award is passed finding that the demand of Shri K. N. Satheesh for reinstatement and regularisation is not just and fair. The worker is not entitled for any relief. No cost. The award will take effect one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 28th day of June, 2007.

P. L. NORBERT, Presiding Officer

APPENDIX: Nil

नई दिल्ली, 5 जुलाई, 2007

का.अ. 2122.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबंध निम्नलिखित और उनके कर्मचारियों के बीच, अतुल्य में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अर्नाकुलम के पंचाद (संदर्भ संख्या 95/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-7-2007 को प्राप्त हुआ था।

[सं. एल-12011/78/2002 आई आर (बी-11)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 5th July, 2007

S.O. 2122.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 95/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure to the Industrial Dispute between the management of Union Bank of India and their workmen, received by the Central Government on 4-7-2007.

[No. L-12011/78/2002-TR (B-II)]

RAJINDER KUMAR, Desk Officer

# ANNEXURE

## IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: SHRI P. L. NORBERT, B.A., LL.B.,  
Presiding Officer

(Monday the 25th day of June, 2007)

L.D. No. 95 of 2006

(I. D. No. 15/2002 of Labour Court, Ernakulam)

Workman:	The General Secretary, Union Bank of India Employees Union, TC-3/770, ERA-8, Elamangudi Lane, T. K. Divakaran Road, Muttada (P.O.), Thiruvananthapuram Adv. Shri Ashok R. Shenoy.
Management:	The Chairman and Managing Director, Union Bank of India, 239, Vidhan Bhawan Marg, Nariman Point, Mumbai-400021 Adv. Shri A.S.P. Kurup

# AWARD

This is a reference made by Central Government under Section 10(1)(d) of Industrial Disputes Act, 1947 for adjudication. The reference is:

"Whether the action of M/s Union Bank of India in dismissing Shri P.A. Chacko is justifiable or just and proper? If not, what relief the workman is entitled to?"

2. The facts of the case in brief are as follows:—

The workman in this case was employed in Union Bank of India Staff Training Centre at Aluva as Caretaker-cum-Watchman. While so, on the allegation that he altered figures of cash amounts in the Telephone Registers regarding STD facility availed by the participants in the training programme as well as altered dates in Check-in and Check-out Registers of participants, with a view to misappropriate money, a charge sheet was issued to the CSE and an enquiry was conducted. He was found guilty of the charges and was dismissed from service. He filed an appeal, but did not succeed. Therefore he raised an industrial dispute through union. According to the union the enquiry was not conducted in a fair manner. The Enquiry Officer was biased. He did not follow the procedure of enquiry and did not comply with principles of natural justice. The findings are perverse as they are not supported by enough materials. The punishment imposed is harsh. The Disciplinary Authority did not take into consideration the extenuating circumstances. The Enquiry Officer himself acted as the Disciplinary Authority and imposed punishment violating the provisions of Bipartite Settlement.

3. According to the management, the enquiry is in no way irregular or findings perverse. The Enquiry Officer has conducted a fair enquiry complying with the principles of natural justice. He did not entertain any prejudice or indulged in a biased attitude. The workman was given ample

opportunity to defend the case. The Enquiry Officer himself was the Disciplinary Authority and the punishment imposed commensurate with the gravity of the misconduct. The findings are based on materials on record. No interference in the matter of findings or punishment, is warranted.

4. Since the validity of enquiry was questioned by the union a preliminary issue was raised and that aspect was considered preliminarily and found that there is no infirmity or impropriety in the procedure followed by the Enquiry Officer and the domestic enquiry is valid. What remains to be considered are :

(1) Whether the findings are perverse ?

(2) Is the punishment proper ?

The evidence consists of the oral testimony of MW1 (Enquiry Officer) and documentary evidence of Ex. M1 enquiry file.

S. Point No. (1) :

The charge-sheet contains the allegations that Shri P.A. Chacko while holding the post of Caretaker-cum-Watchman tampered with the records of the institution with a view to enrich himself and the act of the workman amounted to misconduct of acting prejudicial to the interest of the bank, falling within Clause 19.5 (j) and breach of any rule of business of the bank or instructions for the running of any department, falling within Clause 19.7 (d) of Bipartite Settlement. The learned counsel for the union submits that the 2nd charge will not stand as the management has not pointed out which rule or instruction of the management was violated by the workman. Clause 19.7(d) is a minor misconduct. The management has not been able to point out what is the basis for the 2nd charge. As rightly pointed out by the learned counsel for the union the management has not been able to show violation of any rule or instruction. For the alleged misconduct of tampering with records he is charged for a major misconduct. It is not pointed out that said the misconduct of tampering with records will amount to violation of any rule. Since the management has not substantiated the 2nd charge and the Enquiry Officer has not dealt with it independently of the 1st charge, the finding regarding 2nd charge cannot be sustained.

6. The 1st charge is regarding tampering with Telephone Register and Lodging and Boarding Register. The telephone call charges actually received and recorded in the Telephone Register was altered subsequently. Similarly, in the Lodging and Boarding Register the check in and check out dates are altered in order to include more days than actual. Catering bills are prepared on the basis of the entries in the Register. Thus higher amounts were received by catering contractor from the management. The specific allegation against the workman is that on 14-8-2000 two entries in Telephone Register (Ext. MEX-2 in Ext. M1) were altered. Serial Nos. 10 and 13 of the entries dated 14-8-2000 of Telephone Register is said to contain the alteration. The telephone charges actually recovered

from one Suresh Kumar was Rs. 58.75. That was corrected to Rs. 53.75. As per Sl. No. 13 the actual amount received by the Caretaker was Rs. 27.50 but was altered to Rs. 22.50. On 15-8-2000 one of the telephone charges received by the Caretaker was not recorded in the register and the amount is Rs. 38.75. Ext. MEX-3 computer print out of call tariff shows the actual charges of telephone calls. Ext. MEX-6 is the report of Hostel Warden submitted to Chief Manager of the Bank. He reported about the alterations in the Telephone Register. Ext. MEX-4 is a letter written to one Ghuliani, an officer of the management in Delhi enquiring about the use of STD facility while attending training in the Staff Training Centre, Aluva. By Ext. MEX-5 (2) he replied that he had made an STD call on 15-8-2000 from Staff Training Centre, Aluva and he had paid Rs.38.75 toward STD call charges to the Caretaker. The entries of 14-8-2000 are made in the handwriting of the workman according to MW1, the Hostel Warden.

7. Pages 139 and 140 of Lodging and Boarding Register contain the disputed entries. As per Sl. No. 5 the date of arrival of the trainee participant is 14-12-1999 and the date of departure is 22-12-1999. As per Sl. No. 16 the date of arrival is 15-12-1999 and departure is 22-12-1999. The dates of departure of both participants are seen corrected. According to the management these were only two of several instances. Ext. MEX-6 is a report with a statement of details of alterations and excess payments to canteen contractors. Ext. MEX-6 is prepared by the Hostel Warden. Ext. MEX-7 (1) is a letter of the canteen contractor admitting that for about 4 months Caretaker Chacko had been altering the dates of arrival (to early dates) and departure (to later dates) in the Lodging and Boarding Register and rising bills for higher amounts than the actual. The workman had shared the excess amounts with the contractor. He expressed regrets for the lapses on his part and he promised to be honest in future.

8. But the learned counsel for the union argued that there is no post of Caretaker in the bank. He points out the posts mentioned in Part-II of Appendix 'B' of 1st Bipartite Settlement ('Bipartite Settlements' by H.P.J. Kapoor, 12th Edition, pages 89 and 90). Among subordinate staff there is no post of 'Caretaker'. Therefore the learned counsel contends that it was not the duty of the workman to maintain the Telephone Register and Lodging and Boarding Register. There is no record to show that he was assigned that duty by the management. The 2nd argument is that the workman was generally having night duty and entries said to have been altered in the Telephone Register as well as Lodging and Boarding Registers were recorded during day while someone else was on duty.

9. Regarding the duty of Caretaker, Appendix 'B', Part-II of 1st Bipartite Settlement referred by the learned counsel for the union does not actually mention all the posts in banks, but only those posts and duties which carry special allowance. This can be seen from the opening paragraph of Appendix 'B'.

**"Special Allowance Duties"**

The following list does not include the routine duties of the cadre (clerical/subordinate) which a workman normally has to perform, but merely enumerates those special duties which if performed in addition to the routine duties will entitle the workman to a special allowance on the terms and conditions provided in Chapter V."

10. It is in evidence that irrespective of the post or designation, the workman was entrusted with the duty of maintenance of Telephone Register and Lodging and Boarding Register whenever he was on duty in the Hostel. He had written the Registers whenever he was on duty. Exts. MEXs-9 to 40. Daily Catering Statements were prepared by the workman in his handwriting and checked by warden. The disputed entries in the Lodging and Boarding Register are in the handwriting of the workman according to MW 1. Thus the workman was performing the duty of Caretaker.

11. It is true that the disputed entries were first recorded during day. But the allegation is that records were tampered and figures were altered. This, as rightly pointed out by the learned counsel for the management, can be done at any point of time and not necessarily at the time of actual recording. It is more so when the figures are corrected which is a subsequent act. If the workman was on duty he could have written whatever amount he wanted to write than the actual, without waiting to alter it subsequently. Therefore the correction would have been carried out or alterations would have been made subsequent to the original recording. This could be done later while the workman was on duty. Therefore there is no force in the contention of the learned counsel for the workman.

12. The actual telephone charges can be seen from the print out receipts Ext. MEX-3. On a comparison of Ext. MEX-2 Telephone Register with MEX-3 print out receipts the alleged alteration can be detected. The admission of catering contractor in Ext. MEX-7(1) pins him down to the charge of tampering with the records. However the learned counsel for the workman submits that the very same contractor has rebutted that position by Ext. DEX-2 letter. It was written on 26-12-2000, four months after Ext. MEX-7(1) and addressed to the management. The contents of the letter is that he had written Ext. MEX-7(1) on a fervent hope that the management would not create any problem in the contract arrangement and that he had not intended to furnish evidence against the workman. Now that the contract is terminated he would clarify that whatever is there in Ext. MEX-7(1) is not true. So it is self evident from Ext. DEX-2 that what prompted him to retract from his earlier statement is the action of management in terminating his contract. The first version is the earliest one in time and is supposed to contain the truth. The subsequent version is an afterthought and a retaliation for having terminated his contract. It is also relevant to note that there was no objection while Ext. MEX-7(1) was marked during enquiry and the defence had not put any question to the witnesses MW-1 & 2 regarding this letter. The learned counsel for the union argues that both MEX-7(1) and DEX-2 were

marked without objection and therefore they have the same footing and evidentiary value. It is true that both statements were marked similarly. But they do not command the same credibility because of the circumstances under which they were written and I have explained the circumstances to prefer one to the other. The contractor had received an excess amount of Rs. 6,660 which was ordered to be recovered as per endorsement in Ext. MEX-8 catering bill. The worker has a grievance that the canteen contractor was not examined. But in the light of MEX-7(1) it was not necessary for the management to examine him. The workman was free to summon him and examine him on his side if he wanted. At any rate that will not mitigate the gravity of the charge. The Enquiry Officer has rightly found the workman guilty of the 1st charge, acting prejudicial to the interest of the bank and that does not require any interference. However I have found that the findings regarding 2nd charge cannot be sustained.

**13. Point No. (2):**

The punishment imposed is dismissal. Enquiry Officer himself imposed punishment after hearing the workman. The authority of Enquiry Officer to impose punishment is challenged by the union. According to the union the Enquiry Officer was appointed only to conduct an enquiry. He was not empowered to assume the power of Disciplinary Authority. The charge-sheet shows that the management had appointed another Disciplinary Authority, Shri P.B. Baskar Reddy, Manager (P), Nodal Regional Office, Ennakulam for enquiry. But according to the learned counsel for the union the Enquiry Officer is not a Disciplinary Authority so far as the workman is concerned. He points out Circular No. 2309 dated 28-5-1981. Its schedule contains the details of establishment where the staff is working, their Disciplinary Authority and the Appellate Authority. Page 78 of the circular concerns the workman. He was working in Staff Training Centre, Aduva. Among the Disciplinary Authorities of Staff Training Centre the Personnel Officer is a Disciplinary Authority. As per charge-sheet the Enquiry Officer is Manager (Personnel), Nodal Regional Office, Ennakulam. But the learned counsel pointed out the statement of Enquiry Officer (MW 1) in court. In the cross-examination he had said that he was middle management grade, scale-II at the time of enquiry. Therefore the learned counsel argues that the Enquiry Officer is not a Disciplinary Authority falling within the schedule of the circular referred supra. But it is to be noted that the middle management grade, scale-II is a grade and not a designation or post. Whereas his designation is mentioned in the charge-sheet as Personnel Officer, that is, Manager (Personnel), Nodal Regional Office, Ennakulam. Therefore, he squarely falls within the schedule of Disciplinary Authority. Again the learned counsel submits that as per charge-sheet he was appointed only as Enquiry Officer. According to the learned counsel unless the management had empowered him specifically to act as Disciplinary Authority, the Enquiry Officer cannot play the dual role of Enquiry Officer and Disciplinary Authority.

I think the submission is not correct. As per the charge-sheet another Disciplinary Authority was appointed to conduct the enquiry. By mentioning that the enquiry will be conducted by another Disciplinary Authority, the management had intended that the Enquiry Officer shall act also as Disciplinary Authority. Otherwise there was no need to mention that 'another disciplinary authority' was appointed. Hence I find that the Enquiry Officer is also the Disciplinary Authority concerning the workman and it was within his powers to propose punishment, hear the delinquent and impose punishment.

14. It was then submitted that the punishment imposed is harsh and excessive. The punishment is dismissal. The learned counsel for the union submits that except for the alleged misconduct, the workman has a clean past record. No disciplinary action was taken prior to this incident. No doubt, M/W2 has admitted that he was satisfied with the performance, behaviour and character barring the alleged incident. But the alleged incident is not a solitary instance. He has been continuing the tampering of records for four months. Had not the warden detected it, he would have continued the fraud. The workman, an ex-military personnel, is supposed to be a disciplined person. Contrary to the expectations of the management he acted dishonestly. The management cannot repose confidence in such a person any more. He is said to be the sole bread winner of the family. But that cannot be weighed with the gravity of the misconduct. He is an ex-military personnel getting pension. None of the circumstances mentioned above can be extenuating in case of misappropriation. Therefore no interference with the punishment is warranted.

15. In the result, an award is passed finding that the action of the management in dismissing the workman, Shri P.A. Chakko from service is proper and justified and he is not entitled for any relief. The parties will suffer their respective costs. The award will take effect one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 25th day of June, 2007.

P. L. NORBERT, Presiding Officer

#### APPENDIX

Witness for the Workman:

Nil

Witness for the Management:

M/W1—Shri P.V. Bhaskar Reddy.

Exhibit for the Workman:

Nil

Exhibit for the Management:

M1—Enquiry File.

नई दिल्ली, 5 जुलाई, 2007

कां.अ. 2123,—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धरा 17 के अनुसार में, केन्द्रीय सरकार न्यू इंडिया

एशुरेंस की. लि. के प्रबंधन के मध्य नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम अमendment न. 2, 1947 की पंचाट (संख्या संख्या 513, 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-7-2007 को प्राप्त हुआ था

सं. 38/17012/8/89-आई.अर.जी. 11.

राजिंदर कुमार, डेस्क अधिकारी

New Delhi, the 5th July, 2007

S.O. 2123.-- In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 513/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of New India Assurance Company limited and their workmen, which was received by the Central Government on 4-7-2007.

[No. 1/17012/8/89-(R) (3-11)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer: SURI KULDIP SINGH

Case I. D. No. 513/2005.

Registered on 6-4-1989.

Date of Decision 3-4-2007.

Vijay Kumar Goyal, Ex-Assistant of the Office of the New India Assurance Company, Ltd. Sangrur

...Petitioner

Versus

The Chairman-Cum-Managing Director, the New India Assurance Co. Ltd., 87, Mahatma Gandhi Road, Fort, Bombay

...Respondent

#### APPEARANCES

For the Workman	Shri H.S. Hundal, Advocate
For the Management	Mr. N. K. Zakaria, Advocate

#### AWARD

This is a reference received from the Government of India, Ministry of Labour, New Delhi vide their No. L-17012/8/89/IR(B-D), dated Nil which reads as under:

"Whether action of Management of New India Assurance Co. in terminating services of Shri V.K. Goyal, Assistant, w.e.f. 6-3-1985 without following provisions of Industrial Disputes Act is legal and justified. If not, to what relief the workman is entitled to?"

The reference was received in this Tribunal whereupon the notices were issued to the parties who appeared through their Counsel. The workman filed his Claim Statement, the Management their Written Statement. The workman filed replication. The parties also placed on record the documents and led the oral evidence in support of their claims. The workman filed his affidavit dated 2nd January, 1996 comprising of 28 pages. He also filed his additional affidavit dated 19th August, 1998, revised additional affidavit dated 21st October, 1999, counter affidavit dated 13th May, 2003, Affidavit of Naurata Ram Goyal dated 9th Dec., 1998, and two affidavits of Bhagwat Saroop Goyal dated 9th Dec., 1998. The Management filed the two affidavits of Messrs. Dr. Maheshwari Dutt and V.K. Singla. The parties have also placed on record a number of documents. In support of his claim, the workman appeared as a witness and also examined Shri Harpreet Singh whereas the Management produced Dr. Maheshwari Dutt besides V.K. Singla as their witnesses.

The claim of the workman is that he was appointed as Assistant with the Management Company on 5th November, 1981 and was posted in its Branch at Sangrur where he worked continuously up to 6th March, 1985, when his services were terminated without assigning any reason. That he had made a representation dated 18th Feb., 1985 and submitted the same under Registered Post on 19th Feb., 1985, to the Chairman cum Managing Director alleging that Officiating Branch Manager Dr. Maheshwari Dutt has threatened him of terminating his services. Irritated by that representation the Branch Manager directed him to hand over the charge but refused to give him the receipt. Despite the said development he continued working on the said post upto 5th March, 1985 when again he was again directed to hand over the charge with the threat that otherwise the locks of the Almirahs and that of table in his use will be broken. In that situation the workman approached SHO Police Station, Sangrur, by a written complaint. Thereupon the police restrained the Branch Manager from doing such an act and the complaint was registered on 6th March, 1985. With the intervention of the police, the charge was handed over to the Shri Dutt, the officiating Manager but he was also asked not to enter the premises thereafter. He had informed the Branch Manager as well as Supdt. of Police Sangrur about the unbecoming behavior of the Branch Manager by letter dated 5th March, 1985 sent under R/C. The Management did not take any action. Thereupon he approached the authorities under the I.D. Act, 1947, to be referred to for brevity as "Act" claiming that the disengagement of the workman was in violation of provisions of Section-25-F of the Act. The Management neither offered nor paid the compensation to the workman. They also retained the juniors of the workman in service and also made fresh recruitments without calling the workman for employment. He was also entitled for regularization since he had put in service of more than 240

days. The Management having not taken any action on his request for three years, followed unfair labour practice; that the services of the workman were terminated in compliance of the instructions of the divisional Manager, issued from time to time, such as dated 26th March, 1985 and 4th April, 1985. The workman in the end has prayed for his reinstatement with continuity of service, full back wages besides other consequential benefits and interest on the amount found due at the rate of 18% p.a. The claim of the workman has been opposed by the Management. They have taken three preliminary objections to the maintainability of the claim stating that since the workman had abandoned the service at his will, therefore, the present matter is not a dispute as defined by Section 2-A of the Act. That the workman was engaged by the Management purely on temporary and daily wages basis as stop gap arrangement. He was also engaged to do temporary jobs till the permanent employee joined. The engagement of the workman being temporary and on daily wages could not confer any right on him so as to claim employment in the Company. Even otherwise when the stand taken by the workman and that by the Management are different and varied, therefore, the reference is not maintainable.

On merits it is submitted by the Management that the workman was not appointed as the Assistant on regular basis. His engagement was purely temporary and on daily wage, for doing clerical work for which he was paid on daily wages for the days he served. The Management did not terminate his services as is claimed rather the workman himself did not turn up after 25th Feb., 1985. The workman has cooked up the story in the Claim Statement whereas no such thing happened during that period. They have further denied that the workman had approached the Management against his wrong full termination or that the Management had terminated his services. They have also denied having violated the provisions of the Act. According to them since the workman had himself abandoned the job, therefore, the question of violation of Section 25-F of the Act did not arise. The Management has also denied that any junior of the workman is working with the company. Since the engagement of the workman was purely temporary, therefore, the question of his regularization after putting in 240 days service did not arise. The Management also did not follow unfair labour practice. They have claimed that the workman is gainfully engaged. It is their prayer that the claim of the workman may be dismissed.

The workman filed replication after the filing of the Written Statement by the Management. He reiterated the facts already stated by him in the Claim Statement and alleged that the Management has coined a new excuse to get rid of the workman. He denied that he had abandoned the job from 25th Feb., 1985, as is claimed by the Management. He further denied that the engagement of the workman was in emergent circumstances stating that what sought of emergency was that when the workman



was allowed to carry on with his job for quarter past three years. He claimed that he had served the Management continuously upto 5th March, 1985 and the charge was taken over from him by force and against his wishes. He further claimed that at the time of terminating his services the Management had retained Mr. Harbhajan Singh, posted as Assistant in the Sangrur Branch. They also recruited new Assistants namely Harpreet Singh, Miss Kalawati, Kulbhusan Sachdeva and others. According to him he had put in more than 240 days service when his services were terminated without following the provisions of Section 25-F of the Act.

The workman appeared as a witness twice. He first appeared as a witness on 19th Sep., 2002 and proved his affidavits dated 2nd January and 26th Oct, 1996 Exhibit W-63 and W-64. His subsequent statement was recorded on 20th July, 2004. By his statement, besides the affidavits referred to earlier, he proved his 3rd affidavit dated 13th May, 2003 and the documents such as application, postal receipt no. 1 acknowledgement and UPC of the same date, representation to SHO dated 5th March, 1985 and letter of the same date sent to Chairman-cum. Managing Director under postal receipt and acknowledgement dated 5th March, 1985, copy of DDR dated 6th March, 1985, letter dated 7th March, 1985, UPC dated 9th March, 1985, letter dated 15th March, 1985, UPC, letter dated 14th April, 1985 and number of other documents as detailed in his statement. These documents were taken on record subject to the objection of the Management. He further stated that after the termination of his services he remained idle, unemployed fully dependent upon his father and brother. In cross-examination he admitted that he was engaged on daily wages but denied that he was engaged only to clear the back log. He further denied that he had abandoned the job and had not turned up for work after 25th Feb., 1985. He admitted that he was paid wages for the days he worked and stated that he had handed over the charge to Dr. Maheshwar Dutt, under protest in presence of the Police. He further admitted that the charge was also handed over by Rajan Singla in the same manner. But denied the knowledge that the post had been advertised. He further denied that the Management had offered him the job without back wages, but admitted that he had signed all the proceedings before ALC on 8th August, 1988. He claimed that the Labour Inspector had challaned the Management but denied that it was done on a holiday. The workman also produced Shri Harpreet Singh of Union Bank of India, Sangrur as witness who stated that the New India Assurance Co. Sangrur had opened Account No. CD 2024 and that W-7 and W-8 were the depositing slips of drafts deposited whereas W-9 to W-26 were the cheques issued to make payment to the employees and those cheques were issued from the cheque book issued by them and that W-7 to W-26 are photo copies whereas W-27 is the copy of the statement of Account.

The Management produced Dr. Maheshwar Dutt as their witness who was examined twice, that is, on 4th November, 2004 and 18th October, 2005. Dr. Dutt by his statement proved his affidavits dated 25th January. And 7th April, 2003, Exhibit M-A and M-B. When Cross-examined he stated that he had joined the Sangrur Branch on 1st May, 1982; that the workman was engaged to clear the back log of the new Branch and was working in that Branch when he (witness) joined. He further stated that in the absence of Branch Manager he was officiating as Branch Manager; and that on 6th March, 1985 the workman had handed over the charge to him in the presence of Police, one Trade Union leader and Dr. Mohan Singh Adm. Officer for which document W-62 was executed. He denied that the workman had relinquished the charge under protest. He further stated that the document W-62 was prepared by him and thereafter he had signed thereon. He claimed that the later part of the document was not there at the time he had signed it and it seems that that part was added later on. He denied the suggestion that whole of the document W-62 was prepared in his presence. He showed his inability to have brought the original of the document saying that the same was not provided to him by the concerned Regional Manager, but he had kept a copy thereof in his record. He further stated that since the original writing has been made below the carbon copy of the documents, therefore, it appears that the documents was forged by the workman later on. Admitting his signatures on W-1 and the same being in his hand he stated that WW-3/42 contained his signatures. He admitted that he had forwarded the notice dated 14th of March, 1985 to his next higher officer and admitted that exhibits 30, 42 and 43 contain his signatures. He further admitted that cheques exhibits W-9 to W-26 bear his signatures and the same were prepared by the workman as per the vouchers placed on record and marked 4 to 46. Admitting that he was summoned by the Police on the complaint of the workman, he stated that Exhibit 3/11 contain his signatures, but denied the knowledge that he had received the letter with AD WW-3/11. He further admitted that he was a witness to documents 3/14, 3/27 and had forwarded the documents 3/23 to 3/28. He further admitted that the Labour Inspector had challaned him as Incharge Manager and the court had fined him. He further stated that the workman was sitting in the office when he was challaned. He denied that he had prepared W-3/68 to W-3/61 and stated that Exhibit 3/73 contain his signatures; and that WW-3/74 is prepared by him. He denied his signature on 3/75 and stated that as per his information the workman was gainfully engaged but he had not verified that personally. He further denied that any order of termination of services of the workman was passed or that the interpolations in the charge sheet were done by the Management.

It may be noted here that Shri V.K. Singla also appeared as witness in the case. By his earlier statement



dated 24th August, 1993 he denied that the Management is in possession of counter files of cheque books of Account No. 24020 of UBI of Sangrur for the period 25th Feb. to 5th of March, 1985 and the vouchers for that period. He also denied the availability of list of assistants employed including Harpreet Singh, Miss. Kala, Ms. Sekhon, Miss Kanta, Miss Kalu, Kulbhushan Sachdeva, Ganesh Dass and Balwinder Jeet. Shri Singla appeared as a witness 2nd time on 31st May, 1993. In his statement he stated that Exhibits W-1, W-2, W-3 are correct as per the record brought by him; and that letter dated 7th Feb., 1985 was not available with the Management. Similarly despatch register, cash income statements exhibit W-5, W-6, receipt Nos. 48564, 48565 to 48571 are not traceable. On 30th May, 1994 he stated that as per the record W-28 is the telegram from Mr. Vijay Goyal and W-29 is the letter dated 6th March, 1985 in the hands of Dr. Rameshwar Dutt whereas Exhibit 31 is the demand notice dated 12th March, 1985, submitted by the petitioner whereas W-36 is the letter dated 14th March, 1985 related to Dr. Maheshwar Dutt, Divisional Manager, Patiala whereas the letter W-38 is a letter from Divisional Officer Patiala to Sangrur Branch, W-37 is a letter written by Amar Singh Sodhi to the Divisional Officer, Patiala. The fourth time he appeared as witness on 18th October, 1995 and stated that receipts W-42 and W-43 contained the signatures of Shri V.K. Singla and Maheshwar Dutt. He denied having signed vouchers W-44 to W-61 and stated that the record pertaining to that is not available with the Management. He further failed to tell whether any workman was engaged after the termination of services of the workman, but stated that petty payments used to be made in cash and that since W-44 to W-61 are photo copies, therefore, he cannot verify as to who had signed those documents.

I have gone through the file and have also considered the submission made by the parties for and against their respective cases. The question which has fallen for consideration is whether the services of the workman, Shri V.K. Goyal, were terminated on 6th March, 1985, by the New India Assurance Co. by following the provisions of the Act, and therefore, the action of the Management was legal and justified and if not to what relief the workman is entitled to. In my opinion in order to answer this reference the pleadings of the parties are most relevant.

The workman, in his statement of claim, asserted that he had joined service with the Management on 5th November, 1981; and that his services were terminated on 6th March, 1985 abruptly. The Management in reply to this claim denied that the workman was appointed as Assistant on regular basis. The workman has not claimed that he was appointed as Assistant on Regular basis. The Management has intelligently denied that the workman was engaged on that day as an Assistant on regular basis. They did not deny that the workman was engaged as Assistant on 5th of Nov. 1981 otherwise than on regular basis. In the

subsequent lines they admitted that the workman was engaged temporarily on daily wages for doing merely clerical work. They, however, denied that the Management had terminated his services. On the other hand they claim that the workman had abandoned the job for the reasons best known to him as he did not turn up for work after 25th Feb., 1985. From the reply of the Management the two things have become clear that the workman was engaged by the Management on 5th November, 1981; and that he had served the Management up to 25th Feb., 1985 whereas the claim of the workman is that he had served the Management up to 5th March, 1985. Supposing but not admitting that the workman had served the Management only up to 25th Feb. 1985, it is proved, without going into the evidence of the parties, that the workman remained in the continuous service of the Management from 5th Nov., 1981 to 25th Feb. 1985. However, the workman claims that he had served the management not only upto 25th of Feb., but upto 5th of March, 1985. In order to prove his case the workman has placed on record a number of documents which include Exhibit W-1, the contents of which are not denied by the Management except the words "charge handed over to Maheshwar Dutt, under protest that I am removed illegally from service today against my wishes. Sd/- V.K. Goyal, Assistant, 6th March, 1985". Without going into the claim of the workman that he had made the assertion that he is being removed illegally against his wishes, at the time of handing over the charge, the fact remains that the charge of his office was received by Dr. Maheshwar Dutt on 6th March, 1985 and till then he was holding the charge of his section while in the employment of the Management. On record there is also exhibit W-7 which is a pay-in-slip dated 28th Feb., 1985 and by which an amount of Rs. 26,156 was deposited in the Account of New India Assurance Co. Sangrur, Account No. 24020 and this document was certified to be the true copy, by the official of Union Bank of India, Sangrur. There is also W-8 on record, by which, on the same day, Rs. 40,000 were deposited by a draft in the same account. Both these documents contain the signatures of V.K. Goyal, admittedly the workman. Since these two documents are certified to be true copies of the originals, by the official of Union Bank of India, Sangrur, these lend credibility to the fact that the workman was working for the Management on 28th Feb., 1985, that is why, he signed on the pay-in-slip on behalf of the Management. There are also on record Exhibits 42 and 43 which are dated 28th Feb., 1985 and 1st March, 1985 respectively. These are the receipts issued by the New India Assurance Co. Sangrur in favour of Divisional Office, New India Assurance Co. Patiala, acknowledging the receipt of amounts of Rs. 26,156 and 888. Both these documents are signed by the workman besides Mr. Maheshwar Dutt. Exhibits 44 to 59 are disbursement vouchers and these are signed by the Branch Manager Dr. Maheshwar Dutt besides the workman. These vouchers also show that the workman was working for the Management from 25th to 28th March, 1985. Documents

WW-3, 11, 3/12 and 3/13 further show that the letters were addressed to the Officiating Branch Manager, the Divisional Manager and Chairman cum Managing Director of the Management Corporation and the same were sent by the workman, unless shown otherwise. There are also photostat copies of the despatch register for the period 20th Feb., 1985 to 28th Feb., 1985 Exhibit WW-3/23 to WW-3/27 which show that the workman certified to have expended Rs.142.35 paise as stamp charges, for the Management, for sending the letters to the addressee on behalf of the Management. Documents exhibit 3/28 show that an amount of Rs.16.30 paise was spent as stamp charges for sending letters to addressees on behalf of the Management although I think that the entries in the despatch register were made afterwards since the writing of the workman and the one made in the registers do not tally even to a naked eye. But it is the Management which has to explain as to how the workman got the access to the record so as to make the entries and sign the same on the despatch register.

On record I find the copy of telegram dated 5th of March, 1985 Exhibit W-28 by which the workman informed the Officiating Branch Manager of the Management at Sangrur that Shri Maheshwar Dutt was trying to remove him from service forcibly. Document Exhibit W29 shows that the Branch Manager Sangrur received the telegram which he forwarded to D.O Patiala on 6th of March, 1985. By the same letter the Branch Manager admitted to have taken over the charge from Shri V.K.Goyal on 5th of March, 1985. Document W-31 reads that the workman requested the Managing Director Cum Chairman on 12th of March, 1985 to reinstate him in service. All these documents go to show that the claim of the workman is true that he served the Management from 5th of Nov., 1981 to 6th of March, 1985 continuously and that the services of the workman were terminated on 6th of March, 1985.

The claim of the Management is that the workman had abandoned the service at his own for the reasons best known to him. They have failed to produce any documentary or oral evidence to show that the workman had intentionally not reported for duty after 6th of March, 1985. The evidence on record is rather to this effect that the charge from the workman was taken by the Officiating Branch Manager in presence of the police-Trade Union leader and Senior Officer of the Management on 6th of March, 1985. As per the workman, the officiating Branch Manager wanted the workman to accept the salary on assumed name or quit the service and when the workman refused to agree with him, the Branch Manager asked him to hand over the charge. The workman asked for receipt of the charge, the Branch Manager refused to give whereupon the workman reported the matter to local police besides to the higher officers of the Management including the Officiating Branch Manager of Sangrur Branch of the Management. In this regard reference can be made to exhibits W-28 and W29. Thus I find that there is no truth in the claim of the Management

that the workman had himself abandoned the job and the Management had not terminated his services.

The workman has proved that he had served the Management as Ass. stn continuously from 5th of Nov., 1981 to 6th of March, 1985. Thus there remains no doubt to hold that the workman had served the Management for more than 240 days during twelve months preceding the date of termination of his services. In that situation whatever may have been the status of the workman, the Management was required to follow the provisions of Section 25-F of the Act before terminating his services. They were required to give him one month's notice telling him the reasons for terminating his services and wages for the notice period. They were further required to pay retrenchment compensation to the workman. They were also required to give notice to the Appropriate Government or authority so appointed notifying their intention to disengage the workman. Nothing such is shown to have been done by the Management. There is absolutely no evidence on record to show that the Management had followed the provisions of Section 25-F of the Act before terminating the services of the workman on 6th of March, 1985. They have utterly failed to show that the workman did not turn up for duty after 25th of Feb. 1985 nor he gave notice of his intentions to the Management not to continue in their service. He also did not approach the Management thereafter till 7th of February, 1985 when he raised the demand notice. I am therefore, satisfied that the Management violated the provisions of Section 25-F of the Act while terminating the services of workman on 6th of March, 1985. Therefore, the termination of services of the workman on 6th of March, 1985 was bad in law.

The next question which requires consideration is as to what relief the workman is entitled to. In the statement of claim the workman has prayed for re-instatement with continuity in service, full back wages and all other consequential benefits besides interest @ 18% P.A. The Management, in reply to it, has submitted that the workman is not entitled to any relief since he has remained all through this period gainfully engaged. They have also claimed that since the engagement of the workman was not in accordance with rules therefore, he cannot claim reinstatement and regularization in service. They have relied upon the Judgment of Apex Court in the case of Secretary, State of Karnataka Versus Uma Devi being Civil Appeals Nos. 3595-3612 of 1999, decided on 10th of April, 2006.

I have considered the submissions of the parties in this regard also. It is proved that the engagement of the workman was not in accordance with the rules of procedure prevalent in the Management. His entry in service was nothing short of backdoor entry. Therefore, in view of the law laid down by the Apex Court in Uma Devi's case (supra) he cannot claim reinstatement in service. Since the Management is shown to have not complied with the provisions of Section 25-F of the Act even when he had

put in more than 240 days of service, the workman is entitled to the benefits he would have got but for his termination from service. He was entitled to salary for the notice period, retrenchment compensation at the rate of fifteen days salary for every completed year of service and for the period above six months of service. He is also entitled to compensation in lieu of back wages besides the litigation expenses and of course the interest on the amount so found due to him.

Though the workman did not claim, in his statement of claim, that he was without work right from the day of termination of his services yet in his statement before this Tribunal he claimed that he is not gainfully engaged. He placed on record affidavits of his father and brother but did not examine them to prove the same and to make them to stand to the cross-examination of the Management. The workman is apparently an able person. He remains well dressed and is educated. Thus it cannot be said that he has remained without work all through this period. Otherwise, how could he have survived for all these twenty two years. The claim of workman on this count is not correct. The fact remains that he has suffered at the hands of the Management and for no fault of his.

Considering all the facts and circumstances of the case I am of the considered opinion that the workman is entitled to compensation of two lacs as one time compensation for the wrongs done to him by the Management which shall include his salary for notice period, retrenchment compensation, back wages, interest on amount found due and the litigation expenses. The Management is directed to pay this amount to the workman within three months from the date the award becomes enforceable. In case of failure on their part to implement the award, the workman shall be entitled to get interest on the amount award @ 9% from the date, the award becomes enforceable till the said amount is realized in full. The reference is answered. Let a copy of this award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 9 जुलाई, 2007

क्र.आ. 2124.— जबकि मैसर्स इंडिया सैटकाम लिमिटेड, (कर्नाटक क्षेत्र में कोड संख्या केएच/13289 के तहत) (इसके परचात प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी पविष्य निधि एवं प्रवर्ण उपबंध अधिनियम, 1952 (1952 का 19) (इसके परचात अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के पविष्य निधि नियम, उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी, उक्त अधिनियम के अंतर्गत अपना इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में कर्मचारी पविष्य निधि स्वीध, 1952 (इसके परचात स्वीध के रूप में उल्लिखित) के

अंतर्गत प्रदान किए जा रहे अन्य पविष्य निधि लाभों का भी फायदा उठा रहे हैं।

3. अतः, अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और समय-समय पर इस संबंध में उल्लिखित शर्तों के अध्यक्षीय केन्द्र सरकार एतद्वारा उक्त प्रतिष्ठान को 01-06-1993 से अगली अधिसूचना तक उक्त स्कीम के सभी उपबंधों के प्रचालन से छूट प्रदान करती है।

[संख्या एस-35015/16/2007-एस.एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 9th July, 2007

S.O. 2124.— Whereas M/s. India Satcom Ltd. (under Code No. KN/13289 in Karnataka region) (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-06-1993, until further notification.

[No. S-35015/16/2007-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 9 जुलाई, 2007

क्र.आ. 2125.— जबकि मैसर्स आईसीआईसीआई वेन्चर फंड मैनेजमेंट कं. लिमिटेड (कर्नाटक क्षेत्र में कोड संख्या डीएच/14549 के तहत) (इसके परचात प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी पविष्य निधि एवं प्रवर्ण उपबंध अधिनियम, 1952 (1952 का 19) (इसके परचात अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के पविष्य निधि नियम, उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी, उक्त अधिनियम के अंतर्गत अपना इसी प्रकार

के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में कर्मचारी भविष्य निधि स्कीम, 1952 (इसके परचात स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे अन्य भविष्य निधि लाभों का भी फायदा उठा रहे हैं।

3. अतः, अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और समय-समय पर इस संबंध में उल्लिखित शर्तों के अध्याधीन केन्द्र सरकार एतद्वारा उक्त प्रतिष्ठान को 03-08-1991 से अगली अधिसूचना तक उक्त स्कीम के सभी उपबंधों के प्रचालन से छूट प्रदान करती है।

[संख्या एस-35015/1/2007-एस.एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 9th July, 2007

S.O. 2125.—Whereas M/s. ICICI Venture Fund Management Co. Ltd. (under Code No. KN/14549 in Karnataka region) (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 03-08-1991, until further notification.

[No. S-35015/1/2007-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 9 जुलाई, 2007

क्र.सं. 2126.—जबकि मैसर्स डे मेडिकल स्टोर्स (प्रा.) लिमिटेड, (कोलकाता क्षेत्र में कोड संख्या डब्ल्यूबी/8209 के तहत) (इसके परचात प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (इसके परचात अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा

(1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है

2. और, जबकि कन्ड रायकार के विचार में अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम, उक्त अधिनियम की धारा 6 में विनिर्दिष्ट की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी, उक्त अधिनियम के अंतर्गत अथवा इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में कर्मचारी भविष्य निधि स्कीम, 1952 (इसके परचात स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे अन्य भविष्य निधि लाभों का भी फायदा उठा रहे हैं।

3. अतः, अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और समय-समय पर इस संबंध में उल्लिखित शर्तों के अध्याधीन केन्द्र सरकार एतद्वारा उक्त प्रतिष्ठान को 01-11-1994 से अगली अधिसूचना तक उक्त स्कीम के सभी उपबंधों के प्रचालन से छूट प्रदान करती है।

[संख्या एस-35015/34/2007-एस.एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 9th July, 2007

S.O. 2126.—Whereas M/s. Dey's Medical Stores (P) Ltd., (under Code No. WB/8209, in Kolkata region) (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-11-1994, until further notification.

[No. S-35015/34/2007-SS-II]

S. D. XAVIER, Under Secy.